
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended January 28, 2017

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission
File Number
333-175075

Registrant, State of Incorporation
Address and Telephone Number

I.R.S. Employer
Identification No.
22-2894486

J.CREW GROUP, INC.

(Incorporated in Delaware)

770 Broadway
New York, New York 10003
Telephone: (212) 209 2500

Securities Registered Pursuant to Section 12(b) and 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of July 30, 2016, the last business day of the registrant's most recently completed second fiscal quarter, there was no established public trading market for the common stock of the registrant and therefore, an aggregate market value of the registrant's common stock is not determinable.

There were 1,000 shares of the Company's \$0.01 par value common stock outstanding on March 17, 2017.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This report contains “forward-looking statements,” which include information concerning our plans, objectives, goals, strategies, future events, future revenues or performance, capital expenditures, financing needs and other information that is not historical information. Many of these statements appear under the headings “Business” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” particularly under the sub-heading “Outlook.” When used in this report, the words “estimate,” “expect,” “anticipate,” “project,” “plan,” “intend,” “believe” and variations of such words or similar expressions are intended to identify forward-looking statements. All forward-looking statements, including, without limitation, our examination of operating trends, are based upon our current expectations and various assumptions. We believe there is a reasonable basis for our expectations and beliefs, but there can be no assurance that we will realize our expectations or that our beliefs will prove correct.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in this report. Important factors that could cause our actual results to differ include, but are not limited to, our substantial indebtedness and the indebtedness of our indirect parent, the retirement, repurchase or exchange of our indebtedness or the indebtedness of our indirect parent, our substantial lease obligations, our ability to anticipate and timely respond to changes in trends and customer preferences, the strength of the global economy, declines in consumer spending or changes in seasonal consumer spending patterns, competitive market conditions, our ability to attract and retain key personnel, our ability to successfully develop, launch and grow our newer concepts and execute on strategic initiatives, product offerings, sales channels and businesses, our ability to implement our growth strategy, material disruption to our information systems, our ability to implement our real estate strategy, adverse or unseasonable weather interruptions in our foreign sourcing operations, and other factors which are set forth under the heading “Risk Factors.” There may be other factors of which we are currently unaware or deem immaterial that may cause our actual results to differ materially from the forward-looking statements.

All forward-looking statements attributable to us or persons acting on our behalf apply only as of the date they are made and are expressly qualified in their entirety by the cautionary statements included in this report. Except as may be required by law, we undertake no obligation to publicly update or revise any forward-looking statement to reflect events or circumstances occurring after the date they were made or to reflect the occurrence of unanticipated events.

PART I

ITEM 1. BUSINESS.

“J.Crew,” the “Company,” “we,” “us” and “our” refer to J.Crew Group, Inc. (“Group”) and its wholly owned subsidiaries. “Parent” refers to Group’s ultimate parent, Chinos Holdings, Inc.

Overview

J.Crew is an internationally recognized multi-brand apparel and accessories retailer that differentiates itself through high standards of quality, style, design and fabrics. We are a vertically-integrated omni-channel specialty retailer that operates stores and websites both domestically and internationally. We design, market and sell our products, including those under the J.Crew® and Madewell® brands, offering complete assortments of women’s, men’s and children’s apparel and accessories. We believe our customer base consists primarily of college-educated, professional and fashion-conscious women and men.

We sell our J.Crew and Madewell merchandise primarily through our retail and factory stores, our websites and our catalogs. As of January 28, 2017, we operated 281 J.Crew retail stores, 181 J.Crew factory stores (including 39 J.Crew Mercantile® stores), and 113 Madewell stores throughout the United States, Canada, the United Kingdom, Hong Kong and France; compared to 287 J.Crew retail stores, 161 J.Crew factory stores (including 10 J.Crew Mercantile stores), and 103 Madewell stores as of January 30, 2016.

Our fiscal year ends on the Saturday closest to January 31, typically resulting in a 52-week year, but occasionally includes an additional week, resulting in a 53-week year. All references to fiscal 2016 reflect the results of the 52-week period ended January 28, 2017; all references to fiscal 2015 reflect the results of the 52-week period ended January 30, 2016; and all references to fiscal 2014 reflect the results of the 52-week period ended January 31, 2015. In addition, all references to fiscal 2017 reflect the 53-week period ending February 3, 2018.

We were incorporated in the State of New York in 1988 and reincorporated in the State of Delaware in October 2005. Our principal executive offices are located at 770 Broadway, New York, NY 10003, and our telephone number is (212) 209-2500.

On March 7, 2011, J.Crew Group, Inc. was acquired by affiliates of TPG Capital, L.P. (together with such affiliates, “TPG”) and Leonard Green & Partners, L.P. (“LGP” and together with TPG, the “Sponsors”) in a transaction, referred to as the “Acquisition.” As a result of the Acquisition, our stock is no longer publicly traded. Currently, the issued and outstanding shares of J.Crew Group, Inc. are indirectly owned by affiliates of the Sponsors, certain co-investors and members of management.

Brands and Merchandise

We project our brand image through consistent creative messaging in our store environments, websites and catalogs and with our high-quality customer service. We maintain our brand image by exercising substantial control over the design, production, presentation and pricing of our merchandise and by selling our products primarily ourselves. Senior management is extensively involved in all phases of our business including product design and sourcing, assortment planning, store selection and design, website experience and the selection of photography used in our brand imaging.

J.Crew. Introduced in 1983, J.Crew offers a complete assortment of women’s and men’s apparel and accessories, including outerwear, suiting, casual attire, swimwear, shoes, handbags, belts, socks, jewelry and more. J.Crew offers products ranging from casual t-shirts and denim to limited edition “collection” items, such as hand-embellished sweaters and coats, Italian cashmere, limited edition prints and patterns, and vintage inspired details. We also offer a curated selection of other brands that we have partnered with offering unique, hard-to-find items consistent with our brand philosophy. J.Crew products are sold primarily through our J.Crew retail and factory stores and our J.Crew and factory websites. Our J.Crew catalog provides a branding vehicle that supports all channels of distribution.

Introduced in 2006, crewcuts reflects the same high standard of quality, style and design that we offer under the J.Crew brand. Crewcuts offers a product assortment of apparel and accessories for the children’s market. Crewcuts products are sold through stand-alone retail and factory stores, shop-in-shops in our J.Crew retail and factory stores and our J.Crew and factory websites.

In fiscal 2015, we launched J.Crew Mercantile, which features a collection of value-driven merchandise with classic J.Crew style for women, men and children. The collection, previously only available in our J.Crew factory stores and online, is now available at J.Crew Mercantile stores. Located in retail centers, J.Crew Mercantile stores make our factory assortment more accessible to customers.

Madewell. Introduced in 2006, Madewell is a modern women’s denim brand with workwear roots. Denim is at the core of everything Madewell does: from jeans that fit perfectly to the pieces—tees, ankle boots, leather jackets—that women want to wear with them. We describe our brand as effortless, cool, artful, and unexpected. The products are sold primarily at Madewell stores and online.

A summary of our revenues by brand is as follows:

(in millions, except percentages)

	Fiscal 2016		Fiscal 2015		Fiscal 2014	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Total
J.Crew	\$ 2,018.1	83.2%	\$ 2,146.7	85.7%	\$ 2,295.1	89.0%
Madewell	341.6	14.1	301.0	12.0	245.3	9.5
Other(a)	65.8	2.7	58.1	2.3	39.3	1.5
Total	<u>\$ 2,425.5</u>	<u>100.0%</u>	<u>\$ 2,505.8</u>	<u>100.0%</u>	<u>\$ 2,579.7</u>	<u>100.0%</u>

(a) Consists primarily of shipping and handling fees and revenues from third-party resellers.

Stores

J.Crew Retail. Our J.Crew retail stores are located in upscale regional malls, lifestyle centers and street locations. Our retail stores are designed and fixtured with the goal of creating a distinctive, sophisticated and inviting atmosphere, with displays and information about product quality. We believe situating our stores in desirable locations is critical to the success of our business, and we determine store locations, as well as individual store sizes, based on geographic location, demographic information, presence of anchor tenants in mall locations and proximity to other high-end specialty retail stores. As of January 28, 2017, we operated 281 J.Crew retail stores (including eight crewcuts stores) throughout the United States, Canada, the United Kingdom, Hong Kong, and France.

Our J.Crew retail stores averaged approximately 6,200 square feet as of January 28, 2017, but are “sized to the market,” which means that we adjust the size of a particular retail store based on the projected revenues from that store. Our retail stores range in size from a 21,000 square foot store in New York City to small crewcuts and men’s shops of approximately 900 square feet.

J.Crew Factory. Our J.Crew factory stores are located primarily in large outlet malls and are designed with simple, volume driving visuals to maximize the sale of key items. In fiscal 2015, we launched our J.Crew Mercantile store concept, which are located in traditionally full price retail malls and hybrid centers, and therefore make our factory assortment more accessible to customers. We design and develop a dedicated line of value-driven merchandise for our J.Crew factory stores, J.Crew Mercantile stores and jcrewfactory.com, inspired by classic J.Crew style. As of January 28, 2017, we operated 181 J.Crew factory stores (including three crewcuts factory stores and 39 J.Crew Mercantile stores) throughout the United States and Canada.

Our J.Crew factory stores averaged approximately 5,700 square feet as of January 28, 2017, and are also “sized to the market.” Our factory stores range in size from a 10,300 square foot store in New York to a 1,500 square foot store in Florida.

Madewell. Our Madewell stores are located in upscale regional malls, lifestyle centers and street locations. Each Madewell store is thoughtfully designed with the aesthetic of a downtown boutique in mind, while also reflecting high quality and sophistication. As of January 28, 2017, we operated 113 Madewell stores throughout the United States.

Our Madewell stores averaged approximately 3,500 square feet as of January 28, 2017. Our Madewell stores range in size from a 9,600 square foot store in Washington, D.C. to a 2,500 square foot store in Brooklyn.

A summary of the number of stores that we opened or closed over the past three fiscal years is as follows:

	J.Crew				Madewell	Total
	Retail	Factory	Mercantile	Total		
Fiscal 2014:						
Beginning of year	265	121	—	386	65	451
New	17	18	—	35	20	55
Closed	(2)	—	—	(2)	—	(2)
End of year	<u>280</u>	<u>139</u>	<u>—</u>	<u>419</u>	<u>85</u>	<u>504</u>
Fiscal 2015:						
Beginning of year	280	139	—	419	85	504
New	11	12	10	33	18	51
Closed	(4)	—	—	(4)	—	(4)
End of year	<u>287</u>	<u>151</u>	<u>10</u>	<u>448</u>	<u>103</u>	<u>551</u>
Fiscal 2016:						
Beginning of year	287	151	10	448	103	551
New	3	2	19	24	10	34
Converted to J.Crew Mercantile	(1)	(9)	10	—	—	—
Closed	(8)	(2)	—	(10)	—	(10)
End of year	<u>281</u>	<u>142</u>	<u>39</u>	<u>462</u>	<u>113</u>	<u>575</u>

E-commerce

We also serve customers through our e-commerce business, which includes websites for the J.Crew, factory and Madewell brands. Our websites allow customers to purchase our merchandise over the Internet and include jcrew.com, jcrewfactory.com and madewell.com, and in responsive formats available on mobile phones and tablets. We also use our websites to sell exclusive styles not available in stores, introduce and test new product offerings, offer extended sizes and colors on various products, and drive targeted marketing campaigns. Additionally, we utilize a third party to accept and fulfill online orders from customers in over 100 countries outside of the United States.

Financial Information about Segments

We have determined our operating segments on the same basis that we use to internally evaluate performance and allocate resources. Our operating segments align with our brands, J.Crew and Madewell, which have been aggregated into one reportable segment because they have similar class of consumers, economic characteristics, nature of products, nature of production and distribution methods.

Shared Resources That Support Our Brands

Design and Merchandising

On the basis of data collected from customers through our e-commerce business, we believe our customer base consists primarily of college-educated, professional and fashion-conscious women and men. We seek to appeal to our customers by creating high quality products that reflect our customers' aspirational and active lifestyles across a broad range of price points.

We believe one of our key strengths is our design team, which designs merchandise that reinforces our constantly evolving brands. Our collections are designed to reflect a clean and fashionable aesthetic that incorporates high quality fabrics and construction as well as consistent fits and detailing.

Our products are developed in four seasonal collections and are rolled-out for monthly product introductions in our stores, on our websites and in our catalogs. The design process begins with our designers developing seasonal collections eight to 12 months in advance. Our designers travel domestically and internationally to develop color and design ideas. Once the design team has developed a season's color palette and design concepts, they order a sample assortment in order to evaluate the details of the collection, such as how color takes to a particular fabric. The design team then presents the collection to senior management. The presentation reflects the design team's vision, from color direction and flow, to styling and silhouette evolution.

Our teams work closely with each other in order to leverage market data, ensure the quality of our products and remain true to our unified brand aesthetic and voice. Our technical design team develops construction and fit specifications for every product, to enable quality workmanship and consistency across product lines.

Because our product offerings originate from a single concept assortment, we believe that we are able to efficiently offer an assortment of styles within each season's line while still maintaining a unified vision. As a final step that is intended to ensure image consistency, our senior management reviews the full line of products for each season before they are manufactured.

Marketing and Advertising

As part of our omni-strategy, we communicate a consistent brand message across our stores, our websites, our direct mail, email marketing, online advertising, and our social media presence. Our core marketing objectives are structured to drive awareness and differentiation of our brands, increase new customer acquisition, maintain and build customer retention and loyalty, and enhance brand awareness globally.

Digital marketing and social media have played an important part of our strategy and are among our most effective marketing tools. Additionally, we have redesigned and upgraded our mobile responsive site, which features a more intuitive and user-friendly experience for shoppable content. This redesign supports our ongoing initiative to serve our customers with an integrated omni-channel shopping experience.

We offer a private-label credit card in our J.Crew brand which is issued and serviced by a third-party provider. In fiscal 2016, sales on the J.Crew credit card made up approximately 15% of our net sales. We believe that our credit card program encourages frequent store and website visits and promotes multiple-item purchases, thereby cultivating customer loyalty to the J.Crew brand and increasing sales. The J.Crew credit card offers rewards based on customer spend.

Sourcing

We source our merchandise in two ways: (i) through the use of buying agents, and (ii) by purchasing merchandise directly from trading companies and manufacturers. We have no long-term merchandise supply contracts, and we typically transact business on an order-by-order basis. In fiscal 2016, we worked with 9 buying agents, who supported our relationships with vendors that supplied approximately 62% of our merchandise, with one of these buying agents supporting our relationships with vendors that supplied approximately 48% of our merchandise. In exchange for a commission, our buying agents identify suitable vendors and coordinate our purchasing requirements with the vendors by placing orders for merchandise on our behalf, ensuring the timely delivery of goods to us, obtaining samples of merchandise produced in the factories, inspecting finished merchandise and carrying out other administrative communications on our behalf. In fiscal 2016, we worked with a number of trading companies, through which we purchased approximately 21% of our merchandise. Trading companies control factories that manufacture merchandise and also handle certain other shipping and customs matters related to importing the merchandise into the United States. We sourced the remaining 17% of our merchandise directly from manufacturers within the United States and overseas, the majority of whom we have long-term, and in our opinion, stable relationships.

Our sourcing base currently consists of 200 vendors who operate 339 factories in 25 countries. Our top 10 vendors supply 40% of our merchandise. Each of our top 10 vendors uses multiple factories to produce its merchandise, which we believe gives us a high degree of flexibility in placing production of our merchandise. We believe we have developed strong relationships with our vendors, some of which rely upon us for a significant portion of their business.

In fiscal 2016, approximately 86% of our merchandise was sourced in Asia (with 58% of our products sourced from China and Hong Kong), 11% was sourced in Europe and other regions, and 3% was sourced in the United States. Substantially all of our foreign purchases are negotiated and paid for in U.S. dollars.

Distribution

We own a 282,000 square foot facility in Asheville, North Carolina that houses our distribution operations for our stores. This facility employed approximately 320 full and part-time associates as of January 28, 2017. Merchandise is transported from this distribution center to our stores by independent trucking companies, with a transit time of approximately two to five days.

We also own two facilities in Lynchburg, Virginia with a combined total square footage of 488,700 square feet. These facilities contain a customer call center and order fulfillment operations for our e-commerce business. The Lynchburg facilities employed approximately 1,170 full and part-time associates as of January 28, 2017. These facilities employ approximately 170 additional associates during our peak season. Merchandise sold through our e-commerce business is sent directly to domestic customers from this distribution center or our stores via the United States Postal Service, or UPS. We utilize a third party to accept and fulfill online orders from customers in over 100 countries outside of the United States.

In fiscal 2016, we commenced discussions regarding sale-lease back transactions of our distribution facilities.

We lease a 45,800 square foot customer call center in San Antonio, Texas. This facility employed approximately 330 full and part-time associates as of January 28, 2017. This facility employs approximately 80 additional associates during our peak season.

Management Information Systems

Our management information systems are designed to provide comprehensive order processing, production, accounting and management information for the marketing, manufacturing, importing, distribution, financial reporting, and analytical functions of our business. Our in-store point-of-sale systems, e-commerce platforms and support systems provide the omni-channel capability to enable us to track inventory from store receipt to final sale on a real-time basis. We have an agreement with a third party to provide hosting services and administrative support for portions of our infrastructure, and utilize cloud based systems in addition to those hosted on premise.

We believe our merchandising and financial systems, coupled with our point-of-sale and e-commerce systems, allow for item-level stock replenishment, merchandise planning and real-time inventory accounting capabilities. Our telephone and call center systems, warehouse package sorting systems, automated warehouse locator, order management systems and inventory tracking systems use current technology, and are designed with our highest-volume periods in mind, which results in substantial flexibility and ample capacity in our lower-volume periods. We also subject our systems to stress and volume testing during off-peak periods to be better positioned for optimal performance during our peak season. We are investing in expanding and upgrading our information systems including our omni-channel capabilities, networks and infrastructure to provide cost effective scalability and reliability to support future growth.

Pricing

We offer our customers a mix of select designer-quality products and more casual items at various price points, consistent with our signature styling strategy of pairing luxury items with more casual items. We offer limited edition "collection" items such as hand-embellished sweaters and coats, Italian cashmere, limited edition prints and patterns and vintage inspired details, which we believe elevates the overall perception of our brand. We believe offering a broad range of price points maintains a more accessible, less intimidating atmosphere.

Cyclical and Seasonality

Our industry is cyclical and our revenues are affected by general economic conditions. Purchases of apparel and accessories are sensitive to a number of factors that influence the levels of consumer spending, including economic conditions and the level of disposable consumer income, consumer debt, interest rates, foreign currency exchange rates and consumer confidence.

Our business is seasonal and as a result, our revenues fluctuate from quarter to quarter. We have four distinct selling seasons that align with our four fiscal quarters. Revenues are usually higher in our fourth fiscal quarter, particularly December when customers make holiday purchases. In fiscal 2016, we realized approximately 29% of our revenues in the fourth fiscal quarter.

Competition

The specialty retail industry is highly competitive. We compete primarily with specialty retailers, department stores, catalog retailers and e-commerce businesses that engage in the sale of women's, men's and children's apparel, accessories, shoes and similar merchandise. We compete on quality, design, customer service and price. We believe that our primary competitive advantages are consumer recognition of our brands, as well as our omni-channel strategy which focuses on a seamless approach to the customer experience through all available sales channels. We believe that we also differentiate ourselves from competitors on the basis of our signature product design, our ability to offer both designer-quality products at higher price points and more casual items at lower price points, our focus on the quality of our product offerings and our customer-service oriented culture. We believe our success depends in substantial part on our ability to originate, define and communicate product and fashion trends as well as to timely anticipate, predict and react to changing consumer demands.

Associates

As of January 28, 2017, we had approximately 14,500 associates, of whom approximately 5,400 were full-time associates and 9,100 were part-time associates. Approximately 1,170 of these associates are employed in our customer call center and order fulfillment operations facilities in Lynchburg, Virginia; approximately 320 of these associates work in our store distribution center in Asheville, North Carolina; and approximately 330 of these associates work in our call center in San Antonio, Texas. In addition, approximately 3,400 associates are hired on a seasonal basis in these facilities and our stores to meet demand during the peak season. None of our associates are represented by a union. We have had no labor-related work stoppages and we believe our relationship with our associates is good.

Trademarks and Licensing

The J.Crew and Madewell trademarks and variations thereon, such as crewcuts and J.Crew Mercantile, are registered or are subject to pending trademark applications with the United States Patent and Trademark Office and with the registries of many foreign countries. We believe our trademarks have significant value and we intend to continue to vigorously protect them against infringement.

Government Regulation

We are subject to customs, truth-in-advertising, consumer protection, employment, data privacy, product safety and other laws, including zoning and occupancy ordinances that regulate retailers and/or govern the promotion and sale of merchandise and the operation of retail stores and warehouse facilities. We monitor changes in these laws and believe that we are in material compliance with applicable laws.

A substantial portion of our products are manufactured outside the United States. These products are imported and are subject to U.S. customs laws, which impose tariffs as well as import quota restrictions for textiles and apparel. Some of our imported products are eligible for duty-advantaged programs. While importation of goods from foreign countries from which we buy our products may be subject to embargo by U.S. Customs authorities if shipments exceed quota limits, we closely monitor import quotas and believe we have the sourcing network to efficiently shift production to factories located in countries with available quotas. The existence of import quotas has, therefore, not had a material adverse effect on our business.

Available Information

We make available free of charge on our website, www.jcrew.com, copies of our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as soon as reasonably practicable after filing such material electronically with, or otherwise furnishing it to, the Securities and Exchange Commission (the "SEC"). The reference to our website address does not constitute incorporation by reference of the information contained on the website, and the information contained on the website is not part of this document.

Copies of the reports and other information we file with the SEC may also be examined by the public without charge at 100 F Street, N.E., Room 1580, Washington, D.C. 20549, or at <http://www.sec.gov>. Copies of all or a portion of such materials can be obtained from the SEC upon payment of prescribed fees. Please call the SEC at 1-800-SEC-0330 for further information.

ITEM 1A. RISK FACTORS.

We face a variety of risks that are substantial and inherent in our business. The following are some of the more important risk factors that could affect our business.

Risks Related to Our Business and Our Industry

If we are unable to predict fashion trends or react to changing consumer preferences in a timely manner, our sales will decrease.

We believe our success depends in substantial part on our ability to:

- originate and define product and fashion trends,
- anticipate, predict and react to changing consumer demands in a timely manner, and
- translate market trends into desirable, saleable products far in advance of their offerings in our stores, on our websites, and in our catalogs.

Because we enter into agreements for the manufacture and purchase of merchandise well in advance of the season in which merchandise will be sold, we are vulnerable to changes in consumer demand, pricing shifts and suboptimal merchandise selection and timing of merchandise purchases. We attempt to mitigate the risks of changing fashion trends and product acceptance in part by devoting a portion of our product line to classic styles that are not significantly modified from year to year. Nevertheless, if we misjudge the market for our products or overall level of consumer demand, we may be faced with significant excess inventories for some products and missed opportunities for others. Our brands' images may also suffer if customers believe we are no longer able to offer the latest fashions or if we fail to address and respond to customer feedback or complaints. The occurrence of these events, among others, could hurt our financial results and liquidity by decreasing sales. We may respond by increasing markdowns or initiating marketing promotions to reduce excess inventory, which would further decrease our gross profits and net income.

Unfavorable economic conditions could materially adversely affect our financial condition and results of operations.

Economic conditions around the world can impact our customers and affect the general business environment in which we operate and compete. Our results can be impacted by a number of macroeconomic factors, including, but not limited to, consumer confidence and spending levels, employment rates, consumer credit availability, fuel and energy costs, raw materials costs, global factory production, commercial real estate market conditions, credit market conditions, foreign currency exchange rates, interest rates, taxation, the level of customer traffic in malls and shopping centers and changing demographic patterns.

Demand for our merchandise is significantly impacted by negative trends in consumer confidence and other economic factors affecting consumer spending behavior. Because apparel and accessories generally are discretionary purchases, consumer purchases of our products may decline during recessionary periods or when disposable income is lower. As a result, our sales, growth and profitability may be adversely affected by unfavorable economic conditions at a regional, national or international level. In addition, unfavorable economic conditions abroad may impact our ability to meet quality and production goals.

Periods of economic uncertainty or volatility make it difficult to plan, budget and forecast our business. Incorrect assumptions concerning economic trends, customer requirements, distribution models, demand forecasts, interest rate trends and availability of resources may result in our failure to accurately forecast results and to achieve forecasted results or budget targets.

We believe that our current cash balance, cash flow from operations and availability under our senior secured credit facilities, provide us with sufficient liquidity. However, a decrease in liquidity of our customers and suppliers could have a material adverse effect on our cash flows, results of operations and liquidity.

The specialty retail industry is cyclical, and a decline in consumer spending on apparel and accessories could reduce our sales and profitability.

The industry in which we operate is cyclical. Purchases of apparel and accessories are sensitive to a number of factors that influence the levels of consumer spending, including general economic conditions and the level of disposable consumer income, the availability of consumer credit, interest rates, foreign exchange rates, taxation, consumer confidence in future economic conditions and demographic patterns. Because apparel and accessories generally are discretionary purchases, declines in consumer spending patterns may impact us more negatively as a specialty retailer. Therefore, we may not be able to grow revenues or increase profitability if there is a decline in consumer spending patterns or we decide to slow or alter our growth plans in anticipation of or in response to a decline in consumer spending.

We operate in the highly competitive specialty retail industry, and the size and resources of some of our competitors may allow them to compete more effectively than we can, which could result in loss of our market share.

We face intense competition in the specialty retail industry. We compete primarily with specialty retailers, department stores, catalog retailers and e-commerce businesses that engage in the sale of women's, men's and children's apparel, accessories, and similar merchandise. We compete on quality, design, customer service and price. We are not in the "fast fashion" business but it appears that an increasing number of customers are attracted to the aggressive pricing strategies of those retailers. Many of our competitors are, and many of our potential competitors may be, larger and have greater financial, marketing and other resources, devote greater resources to the marketing and sale of their products, generate greater international brand recognition or adopt more aggressive pricing policies than we can. A number of our competitors are continuing to operate a more promotional business than in the past, both in-store and online. This promotional environment has negatively impacted our revenues and gross profit and may continue to do so in the future. In addition, consumers are increasingly seeking retail experiences which emphasize value, personalization and an omni-channel environment where the store, mobile and online shopping experience is tightly integrated. While we are working to meet these evolving customer expectations, there can be no assurance that we will do so effectively or without incurring substantial expense, which could impact our results of operations and liquidity.

We rely on the experience and skills of key personnel, the loss of whom could have a material adverse effect on our business.

We believe we have benefited substantially from the leadership and strategic guidance of our chief executive officer and other key executives, who are primarily responsible for executing our strategy. The loss, for any reason, of the services of any of these individuals and any negative market or industry perception arising from such loss could have a material adverse effect on our business. Our key executives have substantial experience and expertise in the specialty retail industry and have made significant contributions to our growth and success. The unexpected loss of one or more of these individuals could delay the development and introduction of, and harm our ability to sell, our merchandise. In addition, products we develop without the guidance and direction of these key personnel may not receive the same level of acceptance.

Our success depends in part on our ability to attract and retain key personnel. Competition for this experienced talent is intense, and we may not be able to attract and retain a sufficient number of qualified personnel in the future.

Our expanded product offerings, new sales channels, new brands and concepts and international expansion may not be successful, and implementation of these strategies may divert our operational, managerial, financial and administrative resources, which could impact our competitive position.

We have grown our business in recent years by expanding our product offerings and sales channels, including by marketing our Madewell brand of women's apparel and accessories and launching J.Crew Mercantile. We have opened stores in Canada, the United Kingdom, Hong Kong and France and expanded our international e-commerce business. In fiscal 2015, we launched our J.Crew Mercantile store concept, which are located in traditionally full price retail malls and hybrid centers, and therefore make our factory assortment more accessible to customers. These strategies to expand new brands and concepts and to expand internationally involve various risks discussed elsewhere in these risk factors, including:

- implementation may be delayed or may not be successful,
- if our expanded product offerings and sales channels or our international growth efforts fail to maintain and enhance the distinctive identity of our brands, our brands' images may be diminished and our sales may decrease,
- if customers do not respond to these brands and concepts, product offerings and sales channels as anticipated, these strategies may not be profitable on a larger scale, and
- implementation of these plans may divert management's attention from other aspects of our business, increase costs and place a strain on our management, operational and financial resources, as well as our information systems.

In addition, our new product offerings, new brands and concepts, new sales channels and international expansion may be affected by, among other things, economic, demographic and competitive conditions, changes in consumer spending patterns and changes in consumer preferences and style trends. Further rollout of these strategies could be delayed or abandoned, could cost more than anticipated and could divert resources from other areas of our business, any of which could impact our competitive position and reduce our revenue and profitability.

Our growth strategy depends on the successful execution of our efforts to grow our brands, develop our omni-channel shopping experience and expand internationally.

Our customers are seeking an omni-channel shopping experience through the integration of store and digital shopping channels. We have implemented systems to manage our inventory efficiently across all channels and to ship merchandise from stores to customers. We have enhanced our mobile experience and we continue to explore additional capabilities to broaden our omni-channel experience, including order online and pick up in the store, and various capacity and efficiency enhancements. However, these initiatives involve significant investments in information technology systems and significant operational changes, and the rapid pace of technological change may require us to incur costs to implement new systems and platforms to provide a desirable shopping experience for our customers. We may not be successful in developing or acquiring technology that is competitive and responsive to the needs of our customers and might lack sufficient resources to make the necessary investments in technology to compete with our competitors. In addition, our competitors are also investing in omni-channel capabilities, some of which may be more successful than our initiatives. If we do not implement and expand our omni-channel initiatives successfully or we do not realize our anticipated return on these investments, then our operating results could be negatively impacted and we could fail to meet our strategic and financial goals.

Our growth strategy also includes international expansion of our brands. We have stores in Canada, the United Kingdom, Hong Kong and France and expanded our online presence to over 100 countries. We may open stores in additional countries in the future where brand recognition may be limited. We do not have experience operating in these regions and we will face established competition in most of these markets. Many of these countries have different operational and legal requirements, including, but not limited to, employment and labor, transportation, logistics, real estate, product labelling, product safety, consumer protection, data privacy and local reporting requirements. Consumer tastes, sizes and trends may differ from country to country and there may be seasonal differences, which, if we do not anticipate, may result in lower sales and/or margins for our products. Our success internationally could also be adversely impacted by the global economy, fluctuations in foreign currency exchange rates, changes in diplomatic or trade relationships, political instability and foreign government regulation.

In addition, as we continue to expand our overseas operations, we are subject to certain U.S. laws, including the Foreign Corrupt Practices Act, in addition to the laws of the foreign countries in which we operate. We must use all commercially reasonable efforts to ensure our associates and agents comply with these laws. If any of our associates or agents violate such laws we could become subject to sanctions or other penalties that could negatively affect our reputation, business and operating results.

As we execute our growth strategies, we may not adequately manage the related organizational changes needed for successful execution. In addition, we may distract key resources related to our core business as a result of the focus on growth strategies.

Any material disruption of our information systems, or failure to maintain and develop our information systems, could disrupt our business and reduce our sales.

We are increasingly dependent on information systems to operate our websites, process transactions, respond to customer inquiries, manage inventory, purchase, sell and ship goods on a timely basis and maintain cost-efficient operations. Previously, we have experienced system interruptions which temporarily impaired our ability to capture, process and ship customer orders, and transfer product between channels. We may experience operational problems with our information systems as a result of system failures, viruses, computer “hackers” or other causes. Any material disruption or slowdown of our systems, including a disruption or slowdown caused by our failure to successfully upgrade our systems, could cause information, including data related to customer orders, to be lost or delayed which could—especially if the disruption or slowdown occurred during the holiday season—result in delays in the delivery of merchandise to our stores and customers or lost sales, which could reduce demand for our merchandise and cause our sales to decline. In addition, if changes in technology cause our information systems to become obsolete, or if our information systems are inadequate to handle our growth, we could lose customers. We are also subject to risks and uncertainties associated with the Internet, including changes in required technology interfaces, website downtime and other technical failures. Our failure to successfully respond to these risks and uncertainties could reduce sales, increase costs and damage the reputation of our brands.

Management uses information systems to support decision making and to monitor business performance. We may fail to generate accurate and complete financial and operational reports essential for making decisions at various levels of management, which could lead to decisions being made that have adverse results. Failure to adopt systematic procedures to initiate change requests, test changes, document changes, and authorize changes to systems and processes prior to deployment may result in unsuccessful changes and could disrupt our business and reduce sales. In addition, if we do not maintain adequate controls such as reconciliations, segregation of duties and verification to prevent errors or incomplete information, our ability to operate our business could be limited.

Compromises of our data security could cause us to incur unexpected expenses and loss of revenues and may materially harm our reputation and business.

In the ordinary course of our business, we collect and store certain personal information from individuals, such as our customers and employees, and we process customer payment card and check information. We rely on commercially available systems, software, tools and monitoring to provide security for processing, transmission and storage of confidential information. There can be no assurance that we will not suffer a data compromise, that unauthorized parties will not gain access to personal information, or that any such data compromise or access will be discovered in a timely way. Further, the systems currently used for transmission and approval of payment card transactions, and the technology utilized in payment cards themselves, all of which can put payment card data at risk, are determined and controlled by the payment card industry, not by us. Computer hackers may attempt to penetrate our computer system and, if successful, misappropriate personal information, payment card or check information or confidential business information of our Company. In addition, there may be non-technical issues, such as our employees, contractors or third parties with whom we do business or to whom we outsource business operations may attempt to circumvent our security measures in order to misappropriate such information, and may purposefully or inadvertently cause a breach involving such information. Advances in computer and software capabilities, new tools and other developments may increase the risk of such a breach. Data privacy and information security is regulated at the international, federal and state levels, and compliance with any changes in the laws and regulations enacted by these governments will likely increase the cost of doing business.

Compromise of our data security or of third parties with whom we do business, failure to prevent or mitigate the loss of personal or business information and delays in detecting or providing prompt notice of any such compromise or loss could disrupt our operations, damage our reputation and customers' willingness to shop in our stores, violate applicable laws, regulations, orders and agreements, and subject us to litigation and additional costs and liabilities which could be material.

If we fail to maintain the value of our brands and protect our trademarks, our sales are likely to decline.

Our success depends on the value of the J.Crew and Madewell brands and our corporate reputation. The J.Crew and Madewell names are integral to our business as well as to the implementation of our strategies for expanding our business. Maintaining, promoting and positioning our brands will depend largely on the success of our marketing and merchandising efforts and our ability to provide a consistent, high quality customer experience. Our brands could be adversely affected if we fail to achieve these objectives or if our public image or reputation were to be tarnished by negative publicity through traditional or social media platforms. Any of these events could result in decreases in sales.

The J.Crew and Madewell trademarks and variations thereon, such as crewcuts and J.Crew Mercantile, are valuable assets that are critical to our success. We intend to continue to vigorously protect our trademarks against infringement, but we may not be successful in doing so. The unauthorized reproduction or other misappropriation of our trademarks would diminish the value of our brands, which could reduce demand for our products or the prices at which we can sell our products.

Our real estate strategy may not be successful, and store locations may fail to produce desired results, which could impact our competitive position and profitability.

We expanded our store base by 24 net new stores in fiscal 2016. We regularly evaluate our existing store base and seek to identify opportunities, where available, to renegotiate the terms of those leases. The success of our business depends, in part, on our ability to open new stores and renew our existing store leases on terms that meet our financial targets. Our ability to open new stores on schedule or at all, to renew our existing store leases on favorable terms or to operate them on a profitable basis will depend on various factors, including our ability to:

- identify suitable markets for new stores and available store locations,
- anticipate the impact of changing economic and demographic conditions for new and existing store locations,
- negotiate acceptable lease terms for new locations or renewal terms for existing locations,
- hire and train qualified sales associates,
- develop new merchandise and manage inventory effectively to meet the needs of new and existing stores on a timely basis,
- foster current relationships and develop new relationships with vendors that are capable of supplying the required volume of merchandise, and
- avoid construction delays and cost overruns in connection with the build-out of new stores.

New stores and stores with renewed lease terms may not produce anticipated levels of revenue even though they increase our costs. As a result, our expenses as a percentage of sales would increase and our profitability would be adversely affected.

Reductions in the volume of mall traffic or closing of shopping malls as a result of unfavorable economic conditions or changing demographic patterns could significantly reduce our sales and leave us with excess inventory.

Most of our stores are located in shopping malls or outlet centers. Sales at these stores are derived, in part, from the volume of traffic in those locations. Our stores benefit from the ability of the malls' "anchor" tenants, generally large department stores and other area attractions, to generate consumer traffic in the vicinity of our stores. Unfavorable economic conditions and changes in consumer behavior, particularly in certain regions, have adversely affected mall traffic and resulted in the closing of certain anchor stores and has threatened the viability of certain commercial real estate firms which operate major shopping malls. A continuation of this trend, including failure of a large commercial landlord or continued declines in the popularity of mall shopping generally among our customers, would reduce our sales and leave us with excess inventory. We may respond by increasing markdowns or initiating marketing promotions to reduce excess inventory, which would further decrease our gross profits and net income.

Our inability to maintain or increase comparable company sales could cause our earnings to decline.

If our future comparable company sales fail to meet expectations, our earnings could decline. In addition, our results have significantly fluctuated in the past and can be expected to continue to fluctuate in the future. For example, in the previous three fiscal years, our quarterly comparable company sales changes have ranged from an increase of 4.4% to a decrease of 11.4%. A variety of factors affect comparable company sales, including fashion trends, competition, current economic conditions, pricing, inflation, the timing of the release of new merchandise and promotional events, changes in our merchandise mix, the success of marketing programs, timing and level of markdowns and weather conditions.

In addition, the softening apparel demand in recent years has led to a more promotional environment across the specialty retail industry, which has impacted our promotional posture and our gross margins. In addition, this promotional pricing may have a negative effect on our brands' images, which may be difficult to counteract even as the economy improves.

Various regions of the country experience extreme weather patterns. Significant amounts of snow, wind, ice, flooding and other weather elements have caused and may continue to cause a greater number of store closures or lost revenue than we have historically experienced.

All of these factors may cause our comparable company sales to be materially lower than previous periods and our expectations, which could impact our ability to leverage fixed expenses, such as store rent and store asset depreciation, which may adversely affect our financial condition or results of operations.

Interruption in our foreign sourcing operations could disrupt production, shipment or receipt of our merchandise, which would result in lost sales and could increase our costs.

We do not own or operate any manufacturing facilities and therefore depend upon independent third party vendors for the manufacture of all of our products. Our products are manufactured to our specifications primarily by factories outside of the United States. We cannot control all of the various factors, which include inclement weather, natural disasters, political and financial instability, strikes, health concerns regarding infectious diseases, and acts of terrorism that might affect a manufacturer's ability to ship orders of our products in a timely manner or to meet our quality standards. Inadequate labor conditions, health or safety issues in the factories where goods are produced can negatively impact our brands reputations. Late delivery of products or delivery of products that do not meet our quality standards could cause us to miss the delivery date requirements of our customers or delay timely delivery of merchandise to our stores for those items. These events could cause us to fail to meet customer expectations, cause our customers to cancel orders or cause us to be unable to deliver merchandise in sufficient quantities or of sufficient quality to our stores, which could result in lost sales.

In fiscal 2016, approximately 97% of our merchandise was sourced from foreign factories. In particular, approximately 58% of our merchandise was sourced from China and Hong Kong. Any event causing a sudden disruption of manufacturing or imports from Asia or elsewhere, including the imposition of additional import restrictions, could materially harm our operations. We have no long-term merchandise supply contracts, and many of our imports are subject to existing or potential duties, tariffs or quotas that may limit the quantity of certain types of goods that may be imported into the United States from countries in Asia or elsewhere. We compete with other companies for production facilities and import quota capacity. While substantially all of our foreign purchases of our products are negotiated and paid for in U.S. dollars, the cost of our products may be affected by fluctuations in the value of relevant foreign currencies. Our business is also subject to a variety of other risks generally associated with doing business abroad, such as political instability, economic conditions, disruption of imports by labor disputes and local business practices.

In addition, to the manufacturing in China, we are also engaging in growing the amount of production in other developing countries. These other countries may present greater risks than China with regards to infrastructure to support manufacturing, labor and employee relations, political and economic stability, corruption, environmental, health and safety compliance. While we endeavor to monitor and audit facilities where our production is done, any significant events with factories we use can adversely impact our reputation, brand, and product delivery.

Increases in the demand for, or the price of, raw materials used to manufacture our products or other fluctuations in sourcing or distribution costs could increase our costs and hurt our profitability.

The raw materials used to manufacture our products are subject to availability constraints and price volatility caused by high demand for fabrics, weather, supply conditions, government regulations, economic climate and other unpredictable factors. In addition, our sourcing costs may also fluctuate due to labor conditions, transportation or freight costs, energy prices, currency fluctuations or other unpredictable factors. Further, the cost of labor at many of our third party manufacturers and the cost of transportation have been increasing and it is unlikely that such cost pressures will abate.

Most of our products are shipped from our vendors by ocean. If a disruption occurs in the operation of ports through which our products are imported, we may incur increased costs related to air freight or to alternative ports. Shipping by air is significantly more expensive than shipping by ocean and our margins and profitability could be reduced. Shipping to alternative ports could also lead to delays in receipt of our products.

We believe that we have strong vendor relationships and we are working with our suppliers to manage cost increases. Our overall profitability depends, in part, on the success of our ability to mitigate rising costs or shortages of raw materials used to manufacture our products.

Any significant interruption in the operations of our customer call, order fulfillment and distribution facilities could disrupt our ability to process customer orders and to deliver our merchandise in a timely manner.

A substantial portion of our e-commerce order fulfillment operations are housed in a single facility along with one of our customer call centers, while distribution operations for our stores are housed in another single facility. Although we maintain back-up systems for these facilities, we may not be able to prevent a significant interruption in our operations if one or both of these facilities were impacted by a natural disaster, accident, failure of the inventory locator or automated packing and shipping systems we use or other events. We have experienced interruptions in the past in connection with our website systems and while we have stabilized these systems, there can be no assurance that future interruptions will not occur. Any significant interruption in the operation of these facilities, including an interruption caused by our failure to successfully expand or upgrade our systems or manage our transition to utilizing the expansions or upgrades, could reduce our ability to receive and process orders and provide products and services to our stores and customers, which could result in lost sales, cancelled sales and a loss of loyalty to our brand.

Third party failure to deliver merchandise to our distribution centers, stores and customers or a disruption or adverse condition affecting our distribution centers could result in lost sales or reduced demand for our merchandise.

Our success depends on the timely receipt of merchandise from our vendors to our distribution centers, and timely delivery of merchandise from our distribution facilities to stores and customers. Independent third party transportation companies deliver our merchandise to our distribution centers, stores and customers. Some of these third parties employ personnel represented by labor unions. Disruptions in the delivery of merchandise or work stoppages by employees of these third parties could delay the timely receipt of merchandise, which could result in cancelled sales, a loss of loyalty to our brands, increased logistics costs and excess inventory.

We currently operate two of our own distribution centers in North Carolina and Virginia. Timely receipt of merchandise by our distribution centers, stores and customers may also be affected by factors such as inclement weather, natural disasters, accidents, system failures and acts of terrorism. We may respond by increasing markdowns or initiating marketing promotions, which would decrease our gross profits and net income. Inability to recover from a business interruption and return to normal operations within a reasonable period of time could have a material adverse impact on our results of operations and damage our brand reputation.

Our ability to source our merchandise profitably or at all could be hurt if new trade restrictions are imposed, existing trade restrictions become more burdensome or disruption occur at our suppliers or at the ports.

Trade restrictions, including increased tariffs, safeguards or quotas, on apparel and accessories could increase the cost or reduce the supply of merchandise available to us. We source our merchandise through buying agents and by purchasing directly from trading companies and manufacturers, predominately in Asia. There are quotas and trade restrictions on certain categories of goods and apparel from China and countries that are not subject to the World Trade Organization Agreement, which could have a significant impact on our sourcing patterns in the future. In addition, during, and following, the recent presidential election in the United States, there was discussion and commentary regarding potential significant changes to United States trade policies, treaties and tariffs, including trade policies and tariffs regarding China where a 45 percent tariff on Chinese imports was specifically discussed as well as a disallowance of tax deductions for imported merchandise or the imposition of unilateral tariffs on imported products. The results of the presidential election have created significant uncertainty about the future relationship between the United States and countries in Asia. These developments, or the perception that any of them could occur, may have a material adverse effect on global economic conditions and the stability of global financial markets, and may significantly reduce global trade and, in particular, trade between these nations and the United States. Any of these factors could depress economic activity, restrict our sourcing from suppliers and have a material adverse effect on our business, financial condition and results of operations and affect our strategy in the Asia and elsewhere around the world. We cannot predict whether any of the countries in which our merchandise is currently manufactured or may be manufactured in the future will be subject to additional trade restrictions imposed by the U.S. and foreign governments, nor can we predict the likelihood, type or effect of any such restrictions. Trade restrictions, including increased tariffs or quotas, embargoes, safeguards and customs restrictions against apparel items could increase the cost, delay shipping or reduce the supply of apparel available to us or may require us to modify our current business practices, any of which could hurt our profitability.

We rely on our suppliers to manufacture and ship the products they produce for us in a timely manner. We also rely on the free flow of goods through open and operational ports worldwide. Labor disputes at various ports or at our suppliers could increase costs for us and delay our receipt of merchandise, particularly if these disputes result in work slowdowns, lockouts, strikes or other disruptions.

If four independent manufacturers do not use ethical business practices or comply with applicable laws and regulations, our brands could be harmed due to negative publicity.

While our internal and vendor operating guidelines, as outlined in our Vendor Code of Conduct, promote ethical business practices and we, along with third parties that we retain for this purpose, monitor compliance with those guidelines, we do not control our independent manufacturers. Accordingly, we cannot guarantee their compliance with our guidelines. Our Vendor Code of Conduct is designed to ensure that each of our suppliers' operations is conducted in a legal, ethical, and responsible manner. Our Vendor Code of Conduct requires that each of our suppliers operates in compliance with applicable wage benefit, working hours and other local laws, and forbids the use of practices such as child labor or forced labor.

Violation of labor or other laws by our independent manufacturers, or the divergence of an independent manufacturer's practices from those generally accepted as ethical in the United States could diminish the value of the J.Crew and Madewell brands and reduce demand for our merchandise if, as a result of such violation, we were to attract negative publicity.

We are subject to customs, advertising, consumer protection, data privacy, product safety, zoning and occupancy and labor and employment laws that could require us to modify our current business practices, incur increased costs or harm our reputation if we do not comply.

We are subject to numerous laws and regulations, including customs, truth-in-advertising, consumer protection, general data privacy, health information privacy, identity theft, online privacy, product safety, unsolicited commercial communication and zoning and occupancy laws and ordinances that regulate retailers generally and/or govern the importation, promotion and sale of merchandise and the operation of retail stores and warehouse facilities. If these regulations were to change or were violated by our management, associates, suppliers, buying agents or trading companies, the costs of certain goods could increase, or we could experience delays in shipments of our goods, be subject to fines or penalties, or suffer reputational harm, which could reduce demand for our merchandise and hurt our business and results of operations. Failure to protect personally identifiable information of our customers or associates could subject us to considerable reputational harm as well as significant fines, penalties and sanctions. In addition, changes in federal and state minimum wage laws and other laws relating to employee benefits could cause us to incur additional wage and benefits costs, which could hurt our profitability.

Legal requirements frequently change and are subject to interpretation, and we are unable to predict the ultimate cost of compliance with these requirements or their effect on our operations. Failure to define clear roles and responsibilities or to regularly communicate with and train our associates may result in noncompliance with applicable laws and regulations. We may be required to make significant expenditures or modify our business practices to comply with existing or future laws and regulations, which may increase our costs and materially limit our ability to operate our business. We expect the costs of compliance and risks to our business in this area to increase as we expand our international and e-commerce business.

Our financial results could be adversely impacted by currency exchange rate fluctuations.

Our international revenues are a small percentage of our business that may increase as we expand internationally. As a result, our future revenues and results of operations could be impacted by changes in foreign currency exchange rates. Revenues and certain expenses in markets outside the United States are recognized in local foreign currencies, and we are exposed to potential gains or losses from the translation of those amounts into U.S. dollars for consolidation into our financial statements. In addition, our international subsidiaries transact in currencies other than their functional currency, primarily in respect of inventory purchases denominated in U.S. dollars, which could result in foreign currency transaction gains or losses. Finally, our vendors and suppliers may also be impacted by currency exchange rate fluctuations with respect to the purchase of fabric and other raw materials.

Fluctuations in our results of operations for the fourth fiscal quarter would have a disproportionate effect on our overall financial condition and results of operations.

Our revenues are generally lower during the first and second fiscal quarters. In addition, any factors that harm our fourth fiscal quarter operating results, including adverse weather or unfavorable economic conditions, could have a disproportionate effect on our results of operations for the entire fiscal year.

In order to prepare for our peak shopping season, we must order and keep in stock significantly more merchandise than we would carry at other times of the year. Any unanticipated decrease in demand for our products during our peak shopping season could require us to sell excess inventory at a substantial markdown, which could reduce our net sales and gross profit. Additional unplanned decreases in demand for our products could produce further reductions to our net sales and gross profit.

Our quarterly results of operations may also fluctuate significantly as a result of a variety of other factors, including the timing of new store openings and of catalog mailings and the revenues contributed by new stores, merchandise mix and the timing and level of inventory markdowns. As a result, historical period-to-period comparisons of our revenues and operating results are not necessarily indicative of future period-to-period results.

We have recognized substantial goodwill and intangible asset impairment losses in the past and may be required to recognize additional non-cash impairment losses in the future.

Certain factors, including consumer spending levels, industry and macroeconomic conditions, and the future profitability of our businesses, might have a negative impact on the carrying value of our goodwill, intangible assets and fixed assets. We could experience material impairment losses in the future. For example, during fiscal 2015, we recorded non-cash impairment charges of \$1,382 million related to goodwill allocated to our J.Crew reporting unit, the intangible asset for our J.Crew trade name and certain long-lived assets. Although an impairment charge would be a non-cash expense, any impairment charges could materially increase our expenses and reduce our profitability. The process of testing goodwill and intangible assets for impairment involves numerous judgments, assumptions and estimates made by management including expected future profitability, cash flows and the fair values of assets and liabilities, which inherently reflect a high degree of uncertainty and may be affected by significant variability. If the business climate deteriorates, then actual results may not be consistent with these judgments, assumptions and estimates, and our goodwill and intangible assets may become impaired in future periods. This would in turn have an adverse impact on our financial position and results of operations.

We may be a party to legal proceedings in the future that could adversely affect our business.

From time to time, like others in the retail industry, we are a party to legal proceedings, including matters involving personnel and employment issues, personal injury, intellectual property, consumer protection, consumer accessibility and other proceedings arising in the ordinary course of business. In addition, there are an increasing number of cases being filed in the retail industry, including those that we have been subject to or may be subject to in the future, that contain class and representative action allegations, such as those relating to data privacy and wage and hour laws. We evaluate our exposure to these legal proceedings and establish reserves for the estimated liabilities in accordance with generally accepted accounting principles. Assessing and predicting the outcome of these matters involves substantial uncertainties. Although not currently anticipated by management, unexpected outcomes in these legal proceedings, or changes in management's evaluations or predictions and accompanying changes in established reserves, could have a material adverse impact on our financial results.

We could be subject to changes in our tax rates and the adoption of new U.S. or international tax legislation or exposed to additional tax liabilities in connection with our international operations, which could negatively impact our financial results.

We are subject to taxes in the U.S. and in foreign jurisdictions where our international subsidiaries are organized. Due to economic and political conditions, tax rates in various jurisdictions may be subject to significant change. Our future effective tax rates could be affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, or changes in tax laws or their interpretation, including in the U.S.

We are also subject to the examination of our tax returns and other tax matters by the Internal Revenue Service and other tax authorities and governmental bodies. We regularly assess the likelihood of an adverse outcome resulting from these examinations to determine the adequacy of our provision for taxes. There can be no assurance as to the outcome of these examinations. If our effective tax rates were to increase, particularly in the U.S., or if the ultimate determination of our taxes owed is for an amount in excess of amounts previously accrued, then our operating results, cash flows, and financial condition could be adversely affected.

Risks Related to Our Indebtedness and Certain Other Obligations

Our substantial indebtedness and lease obligations could adversely affect our ability to raise additional capital to fund our operations and make strategic investments, limit our ability to react to changes in the economy or our industry, expose us to interest rate risk to the extent of our variable rate debt and prevent us from meeting our obligations under our indebtedness.

We are highly leveraged. The total indebtedness of J.Crew and its subsidiaries at January 28, 2017 was \$1,528 million, consisting of borrowings under our term loan credit facility, as amended and restated on March 5, 2014 (the "Term Loan Facility"). We can also borrow up to \$350 million under our senior secured asset-based revolving line of credit, dated as of March 7, 2011 (as amended through and including November 17, 2016, the "ABL Facility", and together with our Term Loan Facility, the "Senior Credit Facilities"), subject to a borrowing base limitation. As of January 28, 2017, our Senior Credit Facilities also allowed uncommitted incremental facilities in an aggregate amount of \$300 million consisting of \$200 million available as incremental term loan facilities and \$100 million available as increased commitments under our ABL Facility. Additional incremental term loan facilities are permitted subject to our meeting certain conditions, including a pro forma total senior secured leverage ratio of less than or equal to 3.75 to 1.00.

On November 4, 2013, Chinos Intermediate Holdings A, Inc. (the "Issuer"), an indirect parent holding company of Group, issued \$500 million aggregate principal of 7.75/8.50% Senior PIK Toggle Notes due May 1, 2019 (the "PIK Notes"). The PIK Notes are (i) senior unsecured obligations of the Issuer, (ii) structurally subordinated to all of the liabilities of the Issuer's subsidiaries, and (iii) not guaranteed by any of the Issuer's subsidiaries, and therefore are not recorded in our financial statements.

During fiscal 2016, the Issuer made interest payments on the PIK Notes by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. On October 28, 2016, the Issuer also delivered notice to U.S. Bank N.A., as trustee, under the indenture governing the PIK Notes, that with respect to the interest that will be due on such notes on the May 1, 2017 interest payment date, the Issuer will make such interest payment by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. The PIK election will increase the outstanding principal balance of the PIK Notes by \$23.1 million to \$566.5 million. Therefore, we will not pay a dividend to the Issuer in the second quarter of fiscal 2017 to fund a semi-annual interest payment. Pursuant to the terms of the indenture governing the PIK Notes, the Issuer intends to evaluate this option prior to the beginning of each interest period based on relevant factors at that time.

We and our subsidiaries, affiliates, Parent, Sponsors or affiliates of our Sponsors may from time to time seek to retire or purchase, directly or indirectly, our outstanding indebtedness, including the PIK Notes, through cash purchases and/or exchanges, in open market purchases, privately negotiated transactions, by tender offer or otherwise. Such purchases and/or exchanges, if any, will depend on prevailing market conditions, liquidity requirements, contractual restrictions and other factors. The amounts involved may be material, which could impact our capital structure, the market for our debt securities, the price of the indebtedness being purchased and/or exchanged and affect our liquidity.

We also have, and will continue to have, significant lease obligations. As of January 28, 2017, our minimum annual rental obligations under long-term operating leases for fiscal 2017 and fiscal 2018 are \$190 million and \$171 million, respectively.

Our high degree of leverage and significant lease obligations could have important consequences for our creditors. For example, they could:

- limit our ability to obtain additional financing for working capital (including vendor payment terms), capital expenditures, debt service requirements, acquisitions and general corporate or other purposes;
- restrict us from making strategic investments or cause us to make non-strategic divestitures;
- limit our ability to adjust to changing market conditions and place us at a competitive disadvantage compared to our competitors who are not as highly leveraged;
- increase our vulnerability to general economic and industry conditions;
- require a substantial portion of our cash flow to be dedicated to the payment of principal and interest on our indebtedness (including any dividends to the Issuer to fund interest payments), thereby reducing our ability to use our cash flow to fund our operations, capital expenditures and future strategic initiatives.

We expect to pay interest of approximately \$80 million in fiscal 2017, excluding any payments of dividends, if any, to the Issuer to fund debt service obligations.

Our debt agreements contain restrictions that limit our flexibility in operating our business.

The Senior Credit Facilities contain various covenants that limit the ability of J.Crew and our other subsidiaries to engage in specified types of transactions. These covenants limit our ability and the ability of J.Crew, Chinos Intermediate Holdings B, Inc. (“Intermediate Holdings B”) and our restricted subsidiaries to, among other things:

- incur or guarantee additional debt;
- pay dividends, including those paid to the Issuer to fund debt service obligations, or distributions on our capital stock or redeem, repurchase or retire our capital stock or indebtedness;
- issue stock of subsidiaries;
- make certain investments, loans, advances and acquisitions;
- create liens on our assets to secure debt;
- enter into transactions with affiliates;
- merge or consolidate with another company; and
- sell or otherwise transfer assets.

In addition, under our Senior Credit Facilities, we are required to meet specified financial ratios in order to undertake certain actions, and under the ABL Facility in certain circumstances, we may be required to maintain certain levels of excess availability or meet a specified fixed charge coverage ratio. Our ability to meet those tests can be affected by events beyond our control, and we cannot assure you that we will meet them. A breach of any of these covenants in any Senior Credit Facility could result in a default under such Senior Credit Facility and, in some cases, the other Senior Credit Facility. Upon the occurrence of an event of default under any Senior Credit Facility, the lenders could elect to declare all amounts outstanding under such Senior Credit Facility to be immediately due and payable and terminate all commitments to extend further credit. If we were unable to repay those amounts, the lenders under the applicable Senior Credit Facilities could proceed against the collateral granted to them to secure such indebtedness. Intermediate Holdings B, J.Crew and certain of J.Crew’s subsidiaries have pledged substantially all of their assets, including, in the case of Intermediate Holdings B, a pledge of the capital stock of J.Crew, as collateral under the Senior Credit Facilities. If the lenders under any Senior Secured Credit Facility accelerate the repayment of borrowings, we may not have sufficient assets to repay that Senior Credit Facility, as well as our other secured and unsecured indebtedness.

To service our indebtedness, we will require a significant amount of cash and our ability to generate cash depends on many factors beyond our control.

Our ability to make cash payments on and to refinance our indebtedness and to fund working capital and planned capital expenditures will depend on our ability to generate sufficient operating cash flow in the future. This ability is, to a significant extent, subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

Our business may not generate sufficient cash flow from operations, and future borrowings may not be available under our Senior Credit Facilities, in an amount sufficient to enable us to pay our indebtedness, or to fund our other liquidity needs. In any such circumstance, we may need to refinance all or a portion of our indebtedness. We may not be able to refinance any of our indebtedness, including our Senior Credit Facilities, on commercially reasonable terms or at all. If we cannot service our indebtedness, we may have to take actions such as selling assets, seeking additional equity or reducing or delaying capital expenditures, strategic acquisitions and investments. Any such action, if necessary, may not be effected on commercially reasonable terms or at all. The credit agreements governing our Senior Credit Facilities contain restrictions on our ability to sell certain assets and limit the use of the proceeds from such sales.

If we are unable to generate sufficient cash flow or are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants in the instruments governing our indebtedness (including covenants in our Senior Credit Facilities), we could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest, the lenders under our Senior Credit Facilities could elect to terminate their commitments thereunder, cease making further loans and institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation. If we breach our covenants under the credit agreements governing our Senior Credit Facilities and are required to seek a waiver, we may not be able to obtain a waiver from the required lenders on acceptable terms, or at all. If this occurs, we would be in default under our Senior Credit Facilities, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings pursuant to our Term Loan Facility bear interest at floating rates based on LIBOR, but in no event less than the floor rate of 1.00%, plus the applicable margin. Accordingly, fluctuations in market interest rates may increase or decrease our interest expense which will in turn, increase or decrease our net income and cash flow. We hedge a portion of our interest rate risk related to floating rate indebtedness by entering into interest rate swaps. While limiting exposure to interest rate increases, these instruments may not fully mitigate our risk or may not be effective. For more information on our interest rate swaps, see note 8 in the consolidated financial statements.

Actions we are taking to decrease our substantial leverage and strengthen our financial position may not be successful.

On December 5, 2016, we designated certain newly formed subsidiaries as “Unrestricted Subsidiaries” and transferred certain domestic intellectual property assets to these Unrestricted Subsidiaries for the purpose of providing us flexibility in connection with evaluating our capital structure. We are exploring various possible transactions that could involve such transferred intellectual property assets. While we and the Issuer have entered into discussions with certain holders of the PIK Notes and their advisors to explore potential transactions, there is no guarantee that we will be able to reach any agreement with any holders that will reduce the principal amount or extend the maturity date of the PIK Notes outstanding or that we will decide to proceed with this transaction, a different transaction or any transaction at all. For example, an ad hoc group of lenders under the Term Loan Facility has been formed and has taken action to appoint a successor agent under the Term Loan Facility. While we have filed a complaint asserting that any attempt by the successor agent or the ad hoc group of lenders under the Term Loan Facility to challenge our actions is improper, and seeking a declaration that our actions with respect to the transfer of the intellectual property assets are in full compliance with the terms of our Term Loan Facility, there is no guarantee that we will be successful. Our failure to enter into a refinancing or liability management transaction involving the PIK Notes may have a material adverse effect on the Issuer’s ability to pay the PIK Notes on the maturity date and therefore on our business, financial condition and results of operations. For more information on the pending litigation, see Item 3 “Legal Proceedings.”

ITEM 1B. UNRESOLVED STAFF COMMENTS.

None.

ITEM 2. PROPERTIES.

Our J.Crew brand is headquartered in New York, NY, where our corporate office is leased under a lease agreement expiring in 2022, with an option to renew thereafter. Our Madewell brand is headquartered in Long Island City, NY, where our corporate office is leased under a lease agreement expiring in 2027, with an option to renew thereafter. We own three facilities: (i) a 425,000 square foot customer call center, order fulfillment and distribution center in Lynchburg, Virginia, (ii) a 282,000 square foot distribution center in Asheville, North Carolina and (iii) a 63,700 square foot facility in Lynchburg, Virginia. In fiscal 2016, we commenced discussions regarding sale-lease back transactions of our distribution facilities. We also lease a 45,800 square foot customer call center in San Antonio, Texas under a lease agreement expiring in October 2021. We also lease small corporate office spaces in the United States and internationally.

As of January 28, 2017, we operated 281 J.Crew retail stores, 181 J.Crew factory stores (including 39 J.Crew Mercantile stores), and 113 Madewell stores in 44 states, the District of Columbia, Canada, the United Kingdom, Hong Kong, and France. All of our stores are leased from third parties with terms, in most cases, of 5 to 10 years. A portion of our leases have options to renew for a period of 5 years. Generally, the leases contain standard provisions concerning the payment of rent, events of default and the rights and obligations of each party. Rent due under the leases is generally comprised of annual base rent plus a contingent rent payment based on the store's sales in excess of a specified threshold. Some of the leases also contain early termination options, which can be exercised by us or the landlord under certain conditions. The leases also generally require us to pay real estate taxes, insurance and certain common area costs. We renegotiate with landlords to obtain more favorable terms as opportunities arise. We consider these properties to be in good condition and believe that our facilities are adequate for operations and provide sufficient capacity to meet our anticipated future requirements.

A summary of the number of J.Crew and Madewell stores in the United States, Canada, the United Kingdom, Hong Kong, and France as of January 28, 2017 is as follows:

	J.Crew			Madewell	Total
	Retail	Factory(a)	Total		
Alabama	1	2	3	1	4
Arizona	4	4	8	2	10
Arkansas	1	1	2	1	3
California	32	12	44	19	63
Colorado	4	5	9	3	12
Connecticut	10	3	13	3	16
Delaware	1	1	2	—	2
Florida	16	13	29	4	33
Georgia	10	6	16	4	20
Hawaii	1	—	1	—	1
Idaho	1	—	1	—	1
Illinois	9	4	13	3	16
Indiana	2	3	5	1	6
Iowa	1	1	2	—	2
Kansas	1	2	3	1	4
Kentucky	2	2	4	1	5
Louisiana	3	3	6	1	7
Maine	1	2	3	—	3
Maryland	5	5	10	3	13
Massachusetts	14	6	20	6	26
Michigan	5	4	9	2	11
Minnesota	4	2	6	2	8
Mississippi	1	3	4	—	4
Missouri	3	3	6	2	8
Nebraska	1	1	2	—	2
Nevada	—	1	1	—	1
New Hampshire	2	3	5	—	5
New Jersey	14	8	22	4	26
New Mexico	1	—	1	—	1
New York	27	9	36	10	46
North Carolina	6	9	15	3	18
Ohio	6	6	12	4	16
Oklahoma	2	1	3	2	5
Oregon	3	3	6	2	8
Pennsylvania	10	11	21	4	25
Rhode Island	3	—	3	1	4
South Carolina	3	6	9	1	10
Tennessee	6	3	9	2	11
Texas	15	14	29	8	37
Utah	3	2	5	2	7
Vermont	—	1	1	—	1
Virginia	9	5	14	5	19
Washington	6	2	8	3	11
Wisconsin	3	3	6	1	7
District of Columbia	4	—	4	2	6
Canada	12	6	18	—	18
United Kingdom	7	—	7	—	7
Hong Kong	4	—	4	—	4
France	2	—	2	—	2
Total	<u>281</u>	<u>181</u>	<u>462</u>	<u>113</u>	<u>575</u>

(a) Includes 39 J.Crew Mercantile stores.

ITEM 3. LEGAL PROCEEDINGS.

We are subject to various legal proceedings and claims arising in the ordinary course of business. Management does not expect that the results of any of these legal proceedings, either individually or in the aggregate, would have a material effect on our financial position, results of operations or cash flows. As of January 28, 2017, we have recorded a reserve for certain legal contingencies in connection with ongoing claims and litigation. The reserve is not material to our results of operations. In addition, there are certain other claims and legal proceedings pending against us for which accruals have not been established.

On February 1, 2017, we filed a complaint in the New York State Supreme Court, Commercial Division, against Wilmington Savings Fund Society, FSB, as successor agent under the Term Loan Facility seeking a declaration from the court that our actions with respect to certain intellectual property assets are in full compliance with the terms of our Term Loan Facility. We assert that any attempt by the successor agent or the ad hoc group of lenders under our Term Loan Facility to challenge our actions is invalid and intend to vigorously assert our rights under our Term Loan Facility.

ITEM 4. MINE SAFETY DISCLOSURE.

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS.

Prior to the Acquisition, our Common Stock was traded on the New York Stock Exchange under the symbol "JCG." Subsequent to the Acquisition, our outstanding Common Stock is privately held and therefore there is no established public trading market.

Record Holders

As of March 17, 2017, Intermediate Holdings B (our direct owner and an indirect, wholly owned subsidiary of our Parent) was the only holder of record of our Common Stock.

Dividends

On December 21, 2012, the Company paid, from cash on hand, a dividend of \$197.5 million to stockholders of record of the Parent on December 17, 2012.

On November 4, 2013 the Issuer, our indirect parent holding company, issued \$500 million aggregate principal of the PIK Notes. The net proceeds of \$490 million from this offering were used by the Issuer to fund a cash dividend of \$484 million to equity holders. The PIK Notes are: (i) senior unsecured obligations of the Issuer, (ii) structurally subordinated to all of the liabilities of the Issuers' subsidiaries, and (iii) not guaranteed by any of the Issuers' subsidiaries, and therefore are not recorded in our financial statements.

In fiscal 2014 and fiscal 2015, we paid dividends of \$28 million and \$38 million, respectively, to the Issuer to fund the semi-annual interest payments. During fiscal 2016, the Issuer made interest payments on the PIK Notes by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. On October 28, 2016, the Issuer also delivered notice to U.S. Bank N.A., as trustee, under the indenture governing the PIK Notes, that with respect to the interest that will be due on such notes on the May 1, 2017 interest payment date, the Issuer will make such interest payment by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. The PIK election will increase the outstanding principal balance of the PIK Notes by \$23.1 million to \$566.5 million. Therefore, we will not pay a dividend to the Issuer in the second quarter of fiscal 2017 to fund a semi-annual interest payment. Pursuant to the terms of the indenture governing the PIK Notes, the Issuer intends to evaluate this option prior to the beginning of each interest period based on relevant factors at that time.

ITEM 6. SELECTED CONSOLIDATED FINANCIAL DATA.

The selected historical consolidated financial data for the fiscal year ended January 28, 2017, January 30, 2016, and January 31, 2015 and as of January 28, 2017 and January 30, 2016 have been derived from our audited consolidated financial statements included elsewhere in this annual report on Form 10-K. The selected historical consolidated financial data for the fiscal year ended February 1, 2014 and February 2, 2013 and as of January 31, 2015, February 1, 2014 and February 2, 2013 have been derived from our audited consolidated financial statements which are not included in this annual report on Form 10-K.

The historical results presented below are not necessarily indicative of the results to be expected for any future period. The information should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the related notes included herein.

<i>(in thousands, unless otherwise indicated)</i>	Year Ended				
	January 28, 2017	January 30, 2016	January 31, 2015	February 1, 2014	February 2, 2013(a)
Income Statement Data:					
Total revenues	\$2,425,462	\$ 2,505,827	\$2,579,695	\$2,428,257	\$2,227,717
Cost of goods sold, including buying and occupancy costs	<u>1,550,185</u>	<u>1,610,256</u>	<u>1,608,777</u>	<u>1,422,143</u>	<u>1,240,989</u>
Gross profit	875,277	895,571	970,918	1,006,114	986,728
Selling, general and administrative expenses	818,546	834,137	845,953	754,345	732,439
Impairment losses	<u>7,752</u>	<u>1,381,642</u>	<u>709,985</u>	<u>1,874</u>	<u>631</u>
Income (loss) from operations	48,979	(1,320,208)	(585,020)	249,895	253,658
Interest expense, net	79,359	69,801	74,352	104,221	101,684
Loss on refinancings	435	—	58,960	—	—
Provision (benefit) for income taxes	<u>(7,301)</u>	<u>(147,333)</u>	<u>(60,559)</u>	<u>57,550</u>	<u>55,887</u>
Net income (loss)	<u>\$ (23,514)</u>	<u>\$ (1,242,676)</u>	<u>\$ (657,773)</u>	<u>\$ 88,124</u>	<u>\$ 96,087</u>
Operating Data:					
Revenues:					
J.Crew	\$2,018,052	\$ 2,146,710	\$2,295,109	\$2,212,684	\$2,066,216
Madewell	341,570	300,982	245,340	181,401	131,883
Other	<u>65,840</u>	<u>58,135</u>	<u>39,246</u>	<u>34,172</u>	<u>29,618</u>
Total revenues	<u>\$2,425,462</u>	<u>\$ 2,505,827</u>	<u>\$2,579,695</u>	<u>\$2,428,257</u>	<u>\$2,227,717</u>
Increase (decrease) in comparable company sales	(6.7)%	(8.2)%	(0.7)%	3.1%	12.6%
J.Crew:					
Sales per gross square foot	\$ 493	\$ 540	\$ 618	\$ 663	\$ 681
Stores open at end of period	462	448	419	386	353
Millions of catalogs circulated	28.5	26.6	25.4	30.6	39.6
Billions of pages circulated	3.0	2.8	2.7	3.7	4.2
Madewell:					
Sales per gross square foot	\$ 756	\$ 746	\$ 747	\$ 709	\$ 698
Stores open at end of period	113	103	85	65	48
Capital expenditures:					
J.Crew new stores	\$ 23,180	\$ 32,389	\$ 43,388	\$ 39,875	\$ 38,743
Madewell new stores	9,016	14,286	14,938	14,760	13,125
Other	<u>47,944</u>	<u>56,982</u>	<u>69,548</u>	<u>76,805</u>	<u>80,142</u>
Total capital expenditures	<u>\$ 80,140</u>	<u>\$ 103,657</u>	<u>\$ 127,874</u>	<u>\$ 131,440</u>	<u>\$ 132,010</u>
Depreciation of property and equipment	<u>\$ 109,503</u>	<u>\$ 103,966</u>	<u>\$ 93,458</u>	<u>\$ 77,520</u>	<u>\$ 71,840</u>
Amortization of intangible assets	<u>\$ 10,540</u>	<u>\$ 15,559</u>	<u>\$ 15,944</u>	<u>\$ 17,886</u>	<u>\$ 23,631</u>

(a) Consists of 53 weeks

	As of				
	January 28, 2017	January 30, 2016(a)	January 31, 2015(a)(b)	February 1, 2014(a)(b)	February 2, 2013(a)(b)
Balance Sheet Data:					
Cash and cash equivalents	\$ 132,226	\$ 87,812	\$ 111,097	\$ 156,649	\$ 68,399
Working capital	\$ 105,715	\$ 91,685	\$ 115,348	\$ 147,961	\$ 71,078
Total assets	<u>\$1,432,710</u>	<u>\$1,499,976</u>	<u>\$2,912,824</u>	<u>\$3,632,209</u>	<u>\$3,424,903</u>
Total debt, net	<u>\$1,510,160</u>	<u>\$1,517,587</u>	<u>\$1,528,930</u>	<u>\$1,528,820</u>	<u>\$1,531,875</u>
Stockholders' equity (deficit)	<u>\$ (786,211)</u>	<u>\$ (768,987)</u>	<u>\$ 516,024</u>	<u>\$1,190,420</u>	<u>\$1,091,491</u>

- (a) In fiscal 2016, we adopted an accounting standard that requires certain deferred financing costs related to a recognized debt liability to be presented in the balance sheet as a reduction of the carrying amount of that debt liability. Certain prior year amounts have been reclassified to conform to the current year's presentation; specifically, long-term assets were reduced by \$16,301, \$19,509, \$38,180 and \$47,125, respectively, which resulted in corresponding reductions to long-term liabilities on our consolidated balance sheets as of the dates indicated.
- (b) In fiscal 2015, we adopted an accounting standard that requires deferred taxes be presented as noncurrent on the balance sheet. Certain prior year amounts have been reclassified to conform to the current year's presentation; specifically, current assets were reduced by \$19,280, \$11,831, and \$14,686, respectively, which resulted in corresponding reductions to long-term liabilities on our consolidated balance sheets as of the dates indicated.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

This discussion summarizes our consolidated operating results, financial condition and liquidity during each of the years in a three-year period ended January 28, 2017. Our fiscal year ends on the Saturday closest to January 31. Fiscal years 2016, 2015 and 2014 ended on January 28, 2017, January 30, 2016 and January 31, 2015, respectively. Each fiscal year consisted of 52 weeks. The following discussion and analysis should be read in conjunction with our consolidated financial statements and the related notes included elsewhere in this annual report on Form 10-K.

Executive Overview

J.Crew is an internationally recognized multi-brand apparel and accessories retailer that differentiates itself through high standards of quality, style, design and fabrics. We are a vertically-integrated, omni-channel specialty retailer that operates stores and websites both domestically and internationally. We design, market and sell our products, including those under the J.Crew® and Madewell® brands, offering complete assortments of women's, men's and children's apparel and accessories.

A summary of our revenues by brand is as follows:

(in millions, except percentages)

	Fiscal 2016		Fiscal 2015		Fiscal 2014	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Total
J.Crew	\$ 2,018.1	83.2%	\$ 2,146.7	85.7%	\$ 2,295.1	89.0%
Madewell	341.6	14.1	301.0	12.0	245.3	9.5
Other(a)	65.8	2.7	58.1	2.3	39.3	1.5
Total	<u>\$ 2,425.5</u>	<u>100.0%</u>	<u>\$ 2,505.8</u>	<u>100.0%</u>	<u>\$ 2,579.7</u>	<u>100.0%</u>

- (a) Consists primarily of shipping and handling fees and revenues from third-party resellers.

As of January 28, 2017, we operated 281 J.Crew retail stores, 181 J.Crew factory stores (including 39 J.Crew Mercantile stores), and 113 Madewell stores throughout the United States, Canada, the United Kingdom, Hong Kong, and France; compared to 287 J.Crew retail stores, 161 J.Crew factory stores (including 10 J.Crew Mercantile stores), and 103 Madewell stores as of January 30, 2016.

A summary of highlights for fiscal 2016 is as follows:

- Revenues decreased 3.2% to \$2,425.5 million, with comparable company sales down 6.7%.
- J.Crew revenues decreased 6.0% to \$2,018.1 million, with J.Crew comparable sales down 8.2%.
- Madewell revenues increased 13.5% to \$341.6 million, with Madewell comparable sales up 4.6%.
- Income from operations increased to \$49.0 million.
- We opened three J.Crew retail stores, 21 J.Crew factory stores (including 19 J.Crew Mercantile stores), and 10 Madewell stores. We closed eight J.Crew retail stores and two factory stores.

How We Assess the Performance of Our Business

In assessing the performance of our business, we consider a variety of performance and financial measures. A key measure used in evaluating our business is comparable company sales. We also consider gross profit and selling, general and administrative expenses in assessing the performance of our business.

Net Sales

Net sales reflect our revenues from the sale of our merchandise less returns and discounts. We aggregate our merchandise into four sales categories: (i) women's apparel, (ii) men's apparel, (iii) children's apparel, and (iv) accessories, which include shoes, socks, jewelry, handbags, belts and hair accessories. The approximate percentage of our sales by these four categories is as follows:

	<u>Fiscal 2016</u>	<u>Fiscal 2015</u>	<u>Fiscal 2014</u>
Apparel			
Women's	54%	53%	54%
Men's	24	24	23
Children's	7	7	7
Accessories	<u>15</u>	<u>16</u>	<u>16</u>
	<u>100%</u>	<u>100%</u>	<u>100%</u>

Comparable Company Sales

Comparable company sales reflect: (i) net sales at stores that have been open for at least 12 months, (ii) e-commerce net sales, and (iii) shipping and handling fees, which are recorded as other revenues on our statements of operations. Comparable company sales exclude net sales from: (i) new stores that have not been open for 12 months, (ii) the 53rd week, if applicable, (iii) stores that experience a square footage change of at least 15 percent, (iv) stores that have been temporarily closed for at least 30 consecutive days, (v) permanently closed stores, (vi) temporary "pop up" stores and (vii) revenue from third party resellers.

Measuring the change in year-over-year comparable company sales allows us to evaluate the performance of our business. Various factors affect comparable company sales, including:

- consumer preferences, fashion trends, buying trends and overall economic trends,
- competition,
- changes in our merchandise mix,
- pricing,
- the timing of our releases of new merchandise and promotional events,
- the level of customer service that we provide,
- our ability to source and distribute products efficiently, and
- the number of stores we open, close (including on a temporary basis for renovations) and expand in any period.

Cyclicality and Seasonality

Our industry is cyclical and our revenues are affected by general economic conditions. Purchases of apparel and accessories are sensitive to a number of factors that influence the levels of consumer spending, including economic conditions and the level of disposable consumer income, consumer debt, interest rates, foreign currency exchange rates and consumer confidence.

Our business is seasonal and as a result, our revenues fluctuate from quarter to quarter. We have four distinct selling seasons that align with our four fiscal quarters. Revenues are usually higher in our fourth fiscal quarter, particularly in December when customers make holiday purchases. In fiscal 2016, we realized approximately 29% of our revenues in the fourth fiscal quarter.

Gross Profit

Gross profit is determined by subtracting our cost of goods sold from our revenues. Cost of goods sold includes the direct cost of purchased merchandise, freight, design, buying and production costs, occupancy costs related to store operations (such as rent and utilities) and all shipping costs associated with our e-commerce business. Cost of goods sold varies directly with revenues, and therefore, is usually higher in our fourth fiscal quarter. Cost of goods sold also changes as we expand or contract our store base and incur higher or lower store occupancy costs. The primary drivers of the costs of individual goods are the costs of raw materials and labor in the countries where we source our merchandise. Gross margin measures gross profit as a percentage of our revenues.

Our gross profit may not be comparable to other specialty retailers, as some companies include all of the costs related to their distribution network in cost of goods sold while others, like us, exclude all or a portion of them from cost of goods sold and include them in selling, general and administrative expenses.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include all operating expenses not included in cost of goods sold, primarily catalog production and mailing costs, certain warehousing expenses, administrative payroll, store expenses other than occupancy costs, depreciation and amortization, and credit card fees. These expenses do not necessarily vary proportionally with net sales.

Results of Operations

The following table presents our operating results as a percentage of revenues as well as selected store data:

	<u>Fiscal 2016</u>	<u>Fiscal 2015</u>	<u>Fiscal 2014</u>
Revenues	100.0%	100.0%	100.0%
Cost of goods sold, including buying and occupancy costs(1)	<u>63.9</u>	<u>64.3</u>	<u>62.4</u>
Gross profit(1)	36.1	35.7	37.6
Selling, general and administrative expenses(1)	33.7	33.3	32.8
Impairment losses	<u>0.3</u>	<u>55.1</u>	<u>27.5</u>
Income (loss) from operations	2.0	(52.7)	(22.7)
Interest expense, net	3.3	2.8	2.9
Loss on refinancings	—	—	2.3
Loss before income taxes	<u>(1.3)</u>	<u>(55.5)</u>	<u>(27.8)</u>
Benefit for income taxes	<u>(0.3)</u>	<u>(5.9)</u>	<u>(2.3)</u>
Net loss	<u>(1.0)%</u>	<u>(49.6)%</u>	<u>(25.5)%</u>
Selected company data:	Fiscal	Fiscal	Fiscal
J.Crew:	2016	2015	2014
Number of stores open at end of period	462	448	419
Store sales per gross square foot	\$ 493	\$ 540	\$ 618
Decrease in J.Crew comparable sales	(8.2)%	(9.9)%	(1.9)%
Madewell:			
Number of stores open at end of period	113	103	85
Store sales per gross square foot	\$ 756	\$ 746	\$ 747
Increase in Madewell comparable sales	4.6%	7.8%	14.1%

(1) We exclude a portion of our distribution network costs from cost of goods sold and include them in selling, general and administrative expenses. Our gross profit therefore may not be directly comparable to that of some of our competitors.

Results of Operations—Fiscal 2016 compared to Fiscal 2015

<i>(Dollars in millions)</i>	Fiscal 2016		Fiscal 2015		Variance Increase / (Decrease)	
	Amount	Percent of Revenues	Amount	Percent of Revenues	Dollars	Percentage
	Revenues	\$ 2,425.5	100.0%	\$ 2,505.8	100.0%	\$ (80.3)
Gross profit	875.3	36.1	895.6	35.7	(20.3)	(2.3)
Selling, general and administrative expenses	818.5	33.7	834.1	33.3	(15.6)	(1.9)
Impairment losses	7.8	0.3	1,381.6	55.1	(1,373.8)	(99.4)
Income (loss) from operations	49.0	2.0	(1,320.2)	(52.7)	1,369.2	NM
Interest expense, net	79.4	3.3	69.8	2.8	9.6	13.7
Loss on refinancing	0.4	—	—	—	0.4	NM
Benefit for income taxes	(7.3)	(0.3)	(147.3)	(5.9)	140.0	95.0
Net loss	\$ (23.5)	(1.0)%	\$ (1,242.7)	(49.6)%	\$ 1,219.2	98.1%

Revenues

Total revenues decreased \$80.3 million, or 3.2%, to \$2,425.5 million from \$2,505.8 million last year, driven primarily by a decrease in sales of (i) women's apparel, specifically knits, shorts and dresses and (ii) accessories, specifically jewelry. Comparable company sales decreased 6.7% following a decrease of 8.2% last year.

J.Crew sales decreased \$128.6 million, or 6.0%, to \$2,018.1 million from \$2,146.7 million last year. J.Crew comparable sales decreased 8.2% following a decrease of 9.9% last year.

Madewell sales increased \$40.6 million, or 13.5%, to \$341.6 million from \$301.0 million last year. Madewell comparable sales increased 4.6% following an increase of 7.8% last year.

Other revenues increased \$7.7 million, or 13.3%, to \$65.8 million in fiscal 2016 from \$58.1 million last year, primarily a result of revenue from third party resellers.

Gross Profit

Gross profit decreased \$20.3 million to \$875.3 million in fiscal 2016 from \$895.6 million last year. This decrease resulted from the following factors:

<i>(Dollars in millions)</i>	Increase/ (decrease)
Decrease in revenues	\$ (39.2)
Increase in merchandise margin	27.9
Increase in buying and occupancy costs	(9.0)
Decrease in gross profit	\$ (20.3)

Gross margin increased to 36.1% in fiscal 2016 from 35.7% last year. The increase in gross margin was driven by: (i) a 120 basis point increase in merchandise margin driven by the favorable impact of our sourcing initiative offset by increased markdowns, reduced by (ii) an 80 basis point increase in buying and occupancy costs as a percentage of revenues, primarily driven by 24 net new stores.

Selling, General and Administrative Expenses

Selling, general and administrative expenses decreased \$15.6 million, or 1.9%, to \$818.5 million in fiscal 2016 from \$834.1 million last year. This decrease primarily resulted from the following:

<i>(Dollars in millions)</i>	<u>Increase/ (decrease)</u>
Decrease in advertising and catalog costs	\$ (14.9)
Corporate occupancy actions	(12.4)
Decrease in operating and corporate expenses	(8.1)
Charges related to a workforce reduction last year	(4.8)
Foreign currency transaction gains	(3.6)
Increase in severance costs	2.3
Decrease in insurance recoveries and settlements	3.5
Increase in legal expense and settlement costs	5.3
Increase in share-based and incentive compensation	8.0
Increase in consulting fees	9.1
Total decrease in selling, general and administrative expenses	<u>\$ (15.6)</u>

As a percentage of revenues, selling, general and administrative expenses increased to 33.7% in fiscal 2016 from 33.3% last year.

Impairment Losses

Impairment losses were \$7.8 million in fiscal 2016 compared to \$1,381.6 million last year. The impairment losses were the result of the write-down of the following assets:

<i>(Dollars in millions)</i>	<u>Fiscal 2016</u>	<u>Fiscal 2015</u>
Goodwill allocated to the J.Crew reporting unit	\$ —	\$ 1,016.8
Intangible asset related to the J.Crew trade name	—	360.3
Long-lived assets	7.8	4.5
Impairment losses	<u>\$ 7.8</u>	<u>\$ 1,381.6</u>

Interest Expense, Net

Interest expense, net of interest income, increased \$9.6 million to \$79.4 million in fiscal 2016 from \$69.8 million last year. A summary of interest expense is as follows:

<i>(Dollars in millions)</i>	<u>Fiscal 2016</u>	<u>Fiscal 2015</u>
Term Loan Facility	\$ 62.0	\$ 62.7
Realized hedging losses	10.5	0.2
Amortization of deferred financing costs and debt discount	5.0	5.0
Other, net of interest income	1.9	1.9
Interest expense, net	<u>\$ 79.4</u>	<u>\$ 69.8</u>

Benefit for Income Taxes

The effective tax rate for fiscal 2016 was 24%. Items driving differences between the U.S. federal statutory rate of 35% and the effective rate include (i) the recognition of certain valuation allowances, (ii) lower rates in certain foreign jurisdictions, (iii) reserves for uncertain tax positions and (iv) state and local income taxes.

In fiscal 2016, we recorded a charge of \$8.2 million for a valuation allowance related to our net deferred tax assets. We will continue to assess the likelihood that the deferred tax assets will be realizable at the end of each reporting period and the valuation allowance will be adjusted accordingly.

The effective tax rate for fiscal 2015 was 11%. The difference between the U.S. federal statutory rate of 35% and the effective rate was driven primarily by the non-cash impairment charge related to the write off of goodwill, which is not tax deductible, and therefore has no tax benefit. Other items impacting the effective rate include state and local income taxes, benefits of lower rates in foreign jurisdictions, offset by the recognition of certain foreign valuation allowances.

Net Loss

Net loss decreased \$1,219.2 million to \$23.5 million in fiscal 2016 from \$1,242.7 million last year. This decrease was due to: (i) lower impairment losses of \$1,373.8 million and (ii) a decrease in selling, general and administrative expenses of \$15.6 million, offset by (iii) a decrease in the benefit for income taxes of \$140.0 million, (iv) a decrease in gross profit of \$20.3 million, (v) an increase in interest expense of \$9.6 million and (vi) a loss on refinancing of \$0.4 million.

Results of Operations—Fiscal 2015 compared to Fiscal 2014

(Dollars in millions)	Fiscal 2015		Fiscal 2014		Variance Increase / (Decrease)	
	Amount	Percent of Revenues	Amount	Percent of Revenues	Dollars	Percentage
	Revenues	\$ 2,505.8	100.0%	\$ 2,579.7	100.0%	\$ (73.9)
Gross profit	895.6	35.7	970.9	37.6	(75.3)	(7.8)
Selling, general and administrative expenses	834.1	33.3	846.0	32.8	(11.9)	(1.4)
Impairment losses	1,381.6	55.1	710.0	27.5	671.6	94.6
Loss from operations	(1,320.2)	(52.7)	(585.0)	(22.7)	(735.2)	NM
Interest expense, net	69.8	2.8	74.4	2.9	(4.6)	(6.1)
Loss on refinancings	—	—	59.0	2.3	(59.0)	(100.0)
Benefit for income taxes	(147.3)	(5.9)	(60.6)	(2.3)	(86.7)	NM
Net loss	\$ (1,242.7)	(49.6)%	\$ (657.8)	(25.5)%	\$ (584.9)	(88.9)%

Revenues

Total revenues decreased \$73.9 million, or 2.9%, to \$2,505.8 million in fiscal 2015 from \$2,579.7 million in fiscal 2014, driven primarily by a decrease in sales of J.Crew women's apparel, specifically knits, sweaters, and shorts. Comparable company sales decreased 8.2% in fiscal 2015 following a decrease of 0.7% in fiscal 2014.

J.Crew sales decreased \$148.4 million, or 6.5%, to \$2,146.7 million in fiscal 2015 from \$2,295.1 million in fiscal 2014. J.Crew comparable sales decreased 9.9% in fiscal 2015 following a decrease of 1.9% in fiscal 2014.

Madewell sales increased \$55.7 million, or 22.7%, to \$301.0 million in fiscal 2015 from \$245.3 million in fiscal 2014. Madewell comparable sales increased 7.8% in fiscal 2015 following an increase of 14.1% in fiscal 2014.

Other revenues increased \$18.8 million, or 48.1%, to \$58.1 million in fiscal 2015 from \$39.3 million in fiscal 2014, primarily a result of revenue from third party resellers.

Gross Profit

Gross profit decreased \$75.3 million to \$895.6 million in fiscal 2015 from \$970.9 million in fiscal 2014. This decrease resulted from the following factors:

(Dollars in millions)	Increase/ (decrease)
Decrease in revenues	\$ (36.9)
Decrease in merchandise margin	(29.0)
Increase in buying and occupancy costs	(9.4)
Decrease in gross profit	<u>\$ (75.3)</u>

Gross margin decreased to 35.7% in fiscal 2015 from 37.6% in fiscal 2014. The decrease in gross margin was driven by: (i) a 110 basis point deterioration in merchandise margin due to increased markdowns and (ii) an 80 basis point increase in buying and occupancy costs as a percentage of revenues, primarily driven by 47 net new stores.

Selling, General and Administrative Expenses

Selling, general and administrative expenses decreased \$11.9 million, or 1.4%, to \$834.1 million in fiscal 2015 from \$846.0 million in fiscal 2014. This decrease primarily resulted from the following:

<i>(Dollars in millions)</i>	<u>Increase/ (decrease)</u>
Decrease in operating and corporate expenses	\$ (22.1)
Insurance recoveries and settlements	(5.7)
Decrease in share-based and incentive compensation	(5.4)
Decrease in foreign currency transaction losses	(3.6)
Increase in depreciation	11.0
Increase in advertising and catalog costs	9.1
Charges related to workforce reduction	4.8
Total decrease in selling, general and administrative expenses	<u>\$ (11.9)</u>

As a percentage of revenues, selling, general and administrative expenses increased to 33.3% in fiscal 2015 from 32.8% in fiscal 2014.

Impairment Losses

The impairment losses recorded in fiscal 2015 and fiscal 2014 were the result of the write-down of the following assets:

<i>(Dollars in millions)</i>	<u>Fiscal 2015</u>	<u>Fiscal 2014</u>
Goodwill allocated to the J.Crew reporting unit	\$ 1,016.8	\$ 562.2
Intangible asset related to the J.Crew trade name	360.3	145.0
Long-lived assets	4.5	2.8
Impairment losses	<u>\$ 1,381.6</u>	<u>\$ 710.0</u>

Interest Expense, Net

Interest expense, net of interest income, decreased \$4.6 million to \$69.8 million in fiscal 2015 from \$74.4 million in fiscal 2014 driven primarily by the redemption of our 8.125% senior notes due 2019 (the "Senior Notes"), which occurred in the first quarter of fiscal 2014. A summary of interest expense is as follows:

<i>(Dollars in millions)</i>	<u>Fiscal 2015</u>	<u>Fiscal 2014</u>
Term Loan	\$ 62.7	\$ 61.9
Amortization of deferred financing costs and debt discount	5.0	5.7
Realized hedging losses	0.2	0.8
Senior Notes	—	5.3
Other, net of interest income	1.9	0.7
Interest expense, net	<u>\$ 69.8</u>	<u>\$ 74.4</u>

Benefit for Income Taxes

The effective tax rate was 11% and 8% for fiscal 2015 and fiscal 2014, respectively. The difference between the U.S. federal statutory rate of 35% and the effective rate in each fiscal year was driven primarily by the non-cash impairment charges related to the write off of goodwill, which is not tax deductible, and therefore has no tax benefit. Other items impacting the effective rates include state and local income taxes, benefits of lower rates in foreign jurisdictions, offset by the recognition of certain foreign valuation allowances.

Net Loss

Net loss increased \$584.9 million to \$1,242.7 million in fiscal 2015 from \$657.8 million in fiscal 2014. This increase was due to: (i) an increase in impairment losses of \$671.6 million, (ii) a decrease in gross profit of \$75.3 million, offset by (iii) an increase in the benefit for income taxes of \$86.7 million, (iv) a loss on refinancing in the prior year of \$59.0 million, (v) a decrease in selling, general and administrative expenses of \$11.9 million and (vi) a decrease in interest expense of \$4.6 million.

Liquidity and Capital Resources

Our primary sources of liquidity are our current balances of cash and cash equivalents, cash flows from operations and borrowings available under the ABL Facility. Our primary cash needs are (i) capital expenditures in connection with opening new stores and remodeling our existing stores, investments in our distribution network, making information technology system enhancements, (ii) meeting debt service requirements (including paying dividends to an indirect parent company, when required, for the purposes of servicing debt – see note 7 to the consolidated financial statements) and (iii) funding working capital requirements. The most significant components of our working capital are cash and cash equivalents, merchandise inventories, accounts payable and other current liabilities. See “—Outlook” below.

Operating Activities

<i>(Dollars in millions)</i>	For the Year Ended		
	January 28, 2017	January 30, 2016	January 31, 2015
Net loss	\$ (23.5)	\$ (1,242.7)	\$ (657.8)
Adjustments to reconcile to cash flows from operating activities:			
Depreciation of property and equipment	109.5	104.0	93.5
Amortization of intangible assets	10.5	15.6	15.9
Reclassification of hedging losses to earnings	10.5	0.1	—
Impairment losses	7.8	1,381.6	710.0
Amortization of deferred financing costs and debt discount	5.0	5.0	5.7
Share-based compensation	1.0	2.6	6.0
Loss on refinancings	0.4	—	59.0
Foreign currency transaction (gains) losses	(1.5)	2.0	5.5
Deferred income taxes	(5.1)	(151.2)	(75.0)
Changes in merchandise inventories	57.8	(5.4)	(15.1)
Changes in accounts payable and other liabilities	(63.0)	16.9	4.9
Changes in other operating assets and liabilities	28.4	7.1	5.5
Net cash provided by operating activities	<u>\$ 137.8</u>	<u>\$ 135.6</u>	<u>\$ 158.1</u>

Cash provided by operating activities of \$137.8 million in fiscal 2016 resulted from: (i) non-cash adjustments of \$138.1 million and (ii) changes in operating assets and liabilities of \$23.2 million due to working capital fluctuations, partially offset by (iii) net loss of \$23.5 million.

Cash provided by operating activities of \$135.6 million in fiscal 2015 resulted from: (i) non-cash adjustments of \$1,359.7 million and (ii) changes in operating assets and liabilities of \$18.6 million due to working capital fluctuations, partially offset by (iii) net loss of \$1,242.7 million.

Cash provided by operating activities of \$158.1 million in fiscal 2014 resulted from: (i) non-cash adjustments, including impairment losses and the loss on refinancings of \$820.6 million, partially offset by (ii) net loss of \$657.8 million and (iii) changes in operating assets and liabilities of \$4.7 million due primarily to working capital fluctuations, primarily increased merchandise inventories and reduced accrued interest as a result of the redemption of our Senior Notes in March 2014.

Investing Activities

<i>(Dollars in millions)</i>	For the Year Ended		
	January 28, 2017	January 30, 2016	January 31, 2015
Capital expenditures:			
New stores	\$ 32.2	\$ 46.7	\$ 58.3
Information technology	29.7	40.1	46.5
Other(1)	18.2	16.9	23.1
Other investing activities	—	—	4.8
Net cash used in investing activities	<u>\$ 80.1</u>	<u>\$ 103.7</u>	<u>\$ 132.7</u>

(1) Includes capital expenditures for warehouse improvements, store renovations and general corporate purposes.

Capital expenditures are planned at approximately \$50 to \$60 million for fiscal 2017, including \$30 to \$35 million for information technology enhancements, \$10 to \$15 million for new stores and the remainder for warehouse improvements, store renovations and general corporate purposes.

Financing Activities

<i>(Dollars in millions)</i>	For the Year Ended		
	January 28, 2017	January 30, 2016	January 31, 2015
Principal repayments of Term Loan Facility	\$ (11.8)	\$ (15.7)	\$ (11.8)
Costs paid in connection with refinancings of debt	(1.1)	(0.1)	(22.2)
Dividend and contribution to Parent	—	(38.2)	(27.7)
Proceeds from Term Loan Facility, net of discount	—	—	1,559.2
Repayments of former term loan	—	—	(1,167.0)
Redemption of Senior Notes	—	—	(400.0)
Net cash used in financing activities	<u>\$ (12.9)</u>	<u>\$ (54.0)</u>	<u>\$ (69.5)</u>

Cash used in financing activities was \$12.9 million in fiscal 2016 resulting from: (i) principal repayments of the Term Loan Facility and (ii) costs paid in connection with the refinancing of debt.

Cash used in financing activities was \$54.0 million in fiscal 2015 resulting from: (i) the payment of dividends to an indirect parent company to fund debt service obligations and (ii) principal repayments of the Term Loan Facility.

Cash used in financing activities was \$69.5 million in fiscal 2014 resulting from: (i) costs paid in connection with the refinancings of debt, (ii) the payment of dividends to an indirect parent company to fund debt service obligations, and (iii) principal repayments of the Term Loan Facility.

Financing Arrangements

ABL Facility

We have an ABL Facility, which is governed by a credit agreement with Bank of America, N.A., as administrative agent and the other agents and lenders, which provides for a \$350 million senior secured asset-based revolving line of credit (which may be increased by up to \$100 million in certain circumstances), subject to a borrowing base limitation. The borrowing base under the ABL Facility equals the sum of: 90% of the eligible credit card receivables; plus, 85% of eligible accounts; plus, 90% (or 92.5% for the period of August 1 through December 31 of any fiscal year) of the net recovery percentage of eligible inventory multiplied by the cost of eligible inventory; plus 85% of the net recovery percentage of eligible letters of credit inventory, multiplied by the cost of eligible letter of credit inventory; plus, 85% of the net recovery percentage of eligible in-transit inventory, multiplied by the cost of eligible in-transit inventory; plus, 100% of qualified cash; minus, all availability and inventory reserves. The ABL Facility includes borrowing capacity in the form of letters of credit up to \$200 million, and up to \$25 million in U.S. dollars for loans on same-day notice, referred to as swingline loans, and is available in U.S. dollars, Canadian dollars and Euros. Any amounts outstanding under the ABL Facility are due and payable in full on the maturity date. On November 17, 2016, the ABL Facility was amended to extend the scheduled maturity date from December 10, 2019 to November 17, 2021.

On January 28, 2017, standby letters of credit were \$22.8 million, excess availability, as defined, was \$327.2 million, and there were no borrowings outstanding. Average short-term borrowings under the ABL Facility were \$10.2 million and \$17.5 million in fiscal 2016 and fiscal 2015, respectively.

See note 7 to the consolidated financial statements for a further description of the terms of the ABL Facility.

As of the date of this report, there were no outstanding borrowings under the ABL Facility with excess availability of approximately \$330 million.

Demand Letter of Credit Facilities

We have unsecured, demand letter of credit facilities with HSBC and Bank of America which provide for the issuance of up to \$50 million and \$20 million, respectively, of documentary letters of credit on a no fee basis. On January 28, 2017, outstanding documentary letters of credit were \$8.4 million and aggregate availability under these facilities was \$61.6 million.

Term Loan

On March 5, 2014, we refinanced our Term Loan Facility, the proceeds of which were used to (i) refinance amounts outstanding under the former term loan facility of \$1,167 million and (ii) together with cash on hand, redeem in full the outstanding Senior Notes of \$400 million, and to pay fees, call premiums and accrued interest to the date of redemption, pursuant to the indenture governing the Senior Notes. The maturity date of the Term Loan Facility is March 5, 2021.

On December 30, 2016, Bank of America, N.A. ("BAML") resigned as administrative agent under our Term Loan Facility. Effective as of January 29, 2017, Wilmington Savings Fund Society, FSB was appointed to replace BAML as administrative agent under our Term Loan Facility.

On February 1, 2017, we filed a complaint in the New York State Supreme Court, Commercial Division, against Wilmington Savings Fund Society, FSB, as successor agent under the Term Loan Facility seeking a declaration from the court that our actions with respect to certain intellectual property assets are in full compliance with the terms of our Term Loan Facility. We assert that any attempt by the successor agent or the ad hoc group of lenders under our Term Loan Facility to challenge our actions is invalid and intend to vigorously assert our rights under our Term Loan Facility.

We are required to make principal repayments equal to 0.25% of the original principal amount of the Term Loan Facility, or \$3.9 million, on the last business day of January, April, July, and October, which commenced in July 2014. We are also required to repay the term loan based on annual excess cash flow, as defined in the agreement beginning in fiscal 2014.

The interest rate on the borrowings outstanding under the Term Loan Facility was 4.00% on January 28, 2017.

See note 7 to the consolidated financial statements for a further description of the terms of the Term Loan Facility.

PIK Notes

On November 4, 2013, Chinos Intermediate Holdings A, Inc. (the "Issuer"), an indirect parent holding company of Group, issued \$500 million aggregate principal of 7.75/8.50% Senior PIK Toggle Notes due May 1, 2019 (the "PIK Notes"). The PIK Notes are (i) senior unsecured obligations of the Issuer, (ii) structurally subordinated to all of the liabilities of the Issuer's subsidiaries, and (iii) not guaranteed by any of the Issuer's subsidiaries, and therefore are not recorded in our financial statements.

During fiscal 2016, the Issuer made interest payments on the PIK notes by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. On October 28, 2016, the Issuer also delivered notice to U.S. Bank N.A., as trustee, under the indenture governing the PIK Notes, that with respect to the interest that will be due on such notes on the May 1, 2017 interest payment date, the Issuer will make such interest payment by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. The PIK election will increase the outstanding principal balance of the PIK Notes by \$23.1 million to \$566.5 million. Therefore, we will not pay a dividend to the Issuer in the second quarter of fiscal 2017 to fund a semi-annual interest payment. Pursuant to the terms of the indenture governing the PIK Notes, the Issuer intends to evaluate this option prior to the beginning of each interest period based on relevant factors at that time.

Formation of Unrestricted Subsidiaries

On October 12, 2016, we designated certain newly formed Delaware entities that are indirect, wholly-owned subsidiaries of Group as unrestricted subsidiaries under our Senior Credit Facilities and the indenture governing the PIK Notes (the “Unrestricted Subsidiaries”). Having been so designated, the Unrestricted Subsidiaries do not guarantee this debt nor are they bound by the covenants contained in the Senior Credit Facilities.

On December 5, 2016, J. Crew International, Inc., a Delaware corporation and an indirect subsidiary of J. Crew (“J. Crew International”), transferred a 72.04% undivided interest in certain domestic intellectual property assets (the “Transferred IP”) to one of the Unrestricted Subsidiaries, J. Crew Domestic Brand, LLC, a newly formed Delaware limited liability company (“J. Crew Domestic Brand”), for the purpose of providing us flexibility in connection with evaluating opportunities to enhance our capital structure. The Transferred IP consists of J. Crew trademarks and service marks relating to the J.Crew brand with a fair market value of approximately \$250 million.

On December 6, 2016, J. Crew Domestic Brand and J. Crew International entered into an intellectual property license agreement (the “Transferred IP License Agreement”) pursuant to which we and our subsidiaries will continue to have exclusive rights to use the Transferred IP. Future payments under the Transferred IP License Agreement will be fixed in the future and on terms no less favorable than could be obtained in an arm’s length transaction with an unaffiliated third party. These payments will have no impact on our consolidated results of operations, but any such payments will be made to an Unrestricted Subsidiary that is not subject to the covenants under our credit facilities or the PIK Notes.

Below is consolidating balance sheet information reflecting the elimination of the accounts of our Unrestricted Subsidiaries from our consolidated balance sheet as of January 28, 2017.

As of January 28, 2017			
(unaudited)			
	Consolidated balance sheet	Eliminations of unrestricted subsidiaries	Consolidated balance sheet of restricted subsidiaries
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 132,226	\$ —	\$ 132,226
Merchandise inventories	314,492	—	314,492
Prepaid expenses and other current assets	59,494	—	59,494
Total current assets	<u>506,212</u>	<u>—</u>	<u>506,212</u>
Property and equipment, at cost	642,339	—	642,339
Less accumulated depreciation	<u>(280,152)</u>	<u>—</u>	<u>(280,152)</u>
Property and equipment, net	<u>362,187</u>	<u>—</u>	<u>362,187</u>
Intangible assets, net	450,204	(250,000)	200,204
Investment in subsidiary	—	250,000	250,000
Goodwill	107,900	—	107,900
Other assets	6,207	—	6,207
Total assets	<u>\$ 1,432,710</u>	<u>\$ —</u>	<u>\$ 1,432,710</u>
LIABILITIES AND STOCKHOLDERS' DEFICIT			
Current liabilities:			
Accounts payable	\$ 194,494	\$ —	\$ 194,494
Other current liabilities	157,141	—	157,141
Interest payable	7,977	—	7,977
Income taxes payable to Parent	25,215	—	25,215
Current portion of long-term debt	15,670	—	15,670
Total current liabilities	<u>400,497</u>	<u>—</u>	<u>400,497</u>
Long-term debt, net	1,494,490	—	1,494,490
Lease-related deferred credits, net	132,566	—	132,566
Deferred income taxes, net	148,200	—	148,200
Other liabilities	43,168	—	43,168
Total liabilities	<u>2,218,921</u>	<u>—</u>	<u>2,218,921</u>
Stockholders' deficit:			
Common stock \$0.01 par value; 1,000 shares authorized, issued and outstanding	—	—	—
Additional paid-in capital	980,368	—	980,368
Accumulated other comprehensive loss	(11,536)	—	(11,536)
Accumulated deficit	<u>(1,755,043)</u>	<u>—</u>	<u>(1,755,043)</u>
Total stockholders' deficit	<u>(786,211)</u>	<u>—</u>	<u>(786,211)</u>
Total liabilities and stockholders' deficit	<u>\$ 1,432,710</u>	<u>\$ —</u>	<u>\$ 1,432,710</u>

Because the Transferred IP License Agreement was entered into on December 6, 2016 and the payment terms have not yet been fixed, we determined that the impact of the exclusion of income of our Unrestricted Subsidiaries from our consolidated results during the year ended January 28, 2017 was not material.

Outlook

Short-term and long-term liquidity needs of J.Crew Group, Inc. arise primarily from (i) capital expenditures, (ii) debt service requirements, including required (a) quarterly principal repayments, (b) repayments, if any, based on annual excess cash flows, if any, as defined and (c) dividends to the Issuer, when required, for the purposes of servicing debt, and (iii) working capital. Management anticipates that capital expenditures in fiscal 2017 will be approximately \$50 to \$60 million, including \$30 to \$35 million for information technology enhancements, \$10 to \$15 million for new stores and the remainder for warehouse improvements, store renovations and general corporate purposes. Management expects to pay interest of approximately \$80 million in fiscal 2017 to fund debt service obligations, excluding payments of dividends, if any, to the Issuer. Management believes that our current balances of cash and cash equivalents, projected cash flow from operations and amounts available under the ABL Facility will be adequate to fund primary short-term and long-term liquidity needs of J.Crew Group, Inc., subject to considerations described further below. Our ability to satisfy these obligations and to remain in compliance with the financial covenants under our financing arrangements depends on our future operating performance, which in turn, may be impacted by prevailing economic conditions and other financial and business factors, some of which are beyond our control. See Item 1A. "Risk Factors" in part I of this report.

To address any potential liquidity issue of the Issuer arising as a result of the PIK Notes maturity in 2019, we are currently working to refinance the PIK notes or enter into a liability management transaction involving the PIK Notes. As such, we or the Issuer may seek to retire or purchase, directly or indirectly, our outstanding indebtedness, and/or the PIK Notes, through cash purchases and/or exchanges, in open market purchases, privately negotiated transactions, by tender offer or otherwise. Such transactions, if any, will depend on prevailing market conditions, liquidity requirements, contractual restrictions and other factors. The amounts involved may be material, which could impact our or the Issuer's capital structure, the market for our or the Issuer's debt securities, the price of the indebtedness being purchased and/or exchanged and affect our or the Issuer's liquidity. For example, we have entered into discussions with certain holders of the PIK Notes and their advisors to explore potential transactions, but there is no guarantee that we will reach any agreement with any holders that will reduce the principal amount or extend the maturity date of the PIK Notes outstanding or that we will decide to proceed with this transaction, a different transaction or any transaction at all. See Item 1A. "Risk Factors" in part I of this report.

Off Balance Sheet Arrangements

We enter into documentary letters of credit to facilitate a portion of our international purchase of merchandise. We also enter into standby letters of credit to secure reimbursement obligations under certain insurance and import programs and lease obligations. As of January 28, 2017, we had the following obligations under letters of credit in future periods.

<u>Letters of Credit</u>	<u>Total</u>	<u>Within 1 Year</u>	<u>2-3 Years</u>	<u>4-5 Years</u>	<u>After 5 Years</u>
			(in millions)		
Standby	\$ 22.8	\$ 21.9	\$ 0.9	\$ —	\$ —
Documentary	8.4	8.4	—	—	—
	<u>\$ 31.2</u>	<u>\$ 30.3</u>	<u>\$ 0.9</u>	<u>\$ —</u>	<u>\$ —</u>

Contractual Obligations

The following table summarizes our contractual obligations as of January 28, 2017 and the effect such obligations are expected to have on our liquidity and cash flows in future periods:

	Total	Within 1 Year	2-3 Years	4-5 Years	After 5 Years
	(in millions)				
Operating lease obligations(1)	\$ 1,025.9	\$ 190.4	\$ 318.9	\$ 254.6	\$ 262.0
Liabilities associated with uncertain tax positions(2)					
Purchase obligations:					
Inventory commitments	524.6	524.6	—	—	—
Employment agreements	2.1	2.1	—	—	—
Total purchase obligations	526.7	526.7	—	—	—
Senior Credit Facilities(3)(4)	1,527.8	15.7	31.4	1,480.7	—
Dividends to Parent(5)					
Total	\$ 3,080.4	\$ 732.8	\$ 350.3	\$ 1,735.3	\$ 262.0

- (1) Operating lease obligations represent obligations under various long-term operating leases entered in the normal course of business for retail and factory stores, office space and equipment requiring minimum annual rentals. Operating lease expense is a significant component of our operating expenses. The lease terms range for various periods of time in various rental markets and are entered into at different times, which mitigates exposure to market changes that could have a material effect on our results of operations within any given year. Operating lease obligations do not include common area maintenance, insurance, taxes and other occupancy costs, which aggregate to approximately 47% of the minimum lease obligations.
- (2) As of January 28, 2017, we have recorded \$24.6 million in liabilities associated with uncertain tax positions, which are included in other liabilities on the consolidated balance sheet. While these tax liabilities may result in future cash outflows, management cannot make reliable estimates of the cash flows by period due to the inherent uncertainty surrounding the effective settlement of these positions.
- (3) Our Senior Credit Facilities are comprised of a \$1,528 million Term Loan Facility and a \$350 million ABL Facility. The amount reflected does not take into account any amounts that may be required to be prepaid from time to time based on our excess cash flow.
- (4) Amounts shown do not include interest.
- (5) On November 4, 2013, the Issuer, an indirect parent holding company of Group, issued \$500 million aggregate principal of 7.75/8.50% Senior PIK Toggle Notes due May 1, 2019. The PIK Notes are: (i) senior unsecured obligations of the Issuer, (ii) structurally subordinated to all of the liabilities of the Issuers' subsidiaries, and (iii) not guaranteed by any of the Issuers' subsidiaries, and therefore are not recorded in our financial statements. On October 28, 2016, the Issuer delivered notice to U.S. Bank N.A., as trustee, under the indenture governing the PIK Notes, that with respect to the interest that will be due on such notes on the May 1, 2017 interest payment date, the Issuer will make such interest payment by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. The PIK election will increase the outstanding principal balance of the PIK Notes by \$23.1 million to \$566.5 million. Therefore, we will not pay a dividend to the Issuer in the second quarter of fiscal 2017 to fund a semi-annual interest payment. Pursuant to the terms of the indenture governing the PIK Notes, the Issuer intends to evaluate this option prior to the beginning of each interest period based on relevant factors at that time.

Impact of Inflation

Our results of operations and financial condition are presented based on historical cost. While it is difficult to accurately measure the impact of inflation due to the imprecise nature of the estimates required, we believe the effects of inflation, if any, on our results of operations and financial condition have not been significant.

Recent Accounting Pronouncements

In May 2014, a pronouncement was issued that clarified the principles of revenue recognition, which standardizes a comprehensive model for recognizing revenue arising from contracts with customers. The pronouncement is effective for fiscal years beginning after December 15, 2017. We are currently evaluating the impact of the new pronouncement on our consolidated financial statements.

In July 2015, a pronouncement was issued that more closely aligns the measurement of inventory in U.S. GAAP with International Financial Reporting Standards by requiring companies using the first-in, first-out and average costs methods to measure inventory using the lower of cost and net realizable value. The pronouncement is effective for fiscal years beginning after December 15, 2016. The adoption of the new pronouncement is not expected to have a significant impact on our consolidated financial statements.

In February 2016, a pronouncement was issued that requires lessees to recognize assets and liabilities on the balance sheet for leases with accounting lease terms of more than 12 months. The pronouncement is effective for fiscal years beginning after December 15, 2018. We are currently evaluating the impact of the new pronouncement on our consolidated financial statements. However, the adoption is expected to have a significant impact because most of our leases will be subject to these new requirements.

In August 2016, a pronouncement was issued which aims to reduce the diversity in presentation and classification of the following specific cash flow issues: debt prepayment, settlement of zero-coupon bonds, contingent consideration, insurance proceeds, distributions received from equity method investees, beneficial interest in securitization transactions and separately identifiable cash flows. The pronouncement is effective for fiscal years beginning after December 15, 2017. We are currently evaluating the impact of the new pronouncement on our consolidated financial statements.

In January 2017, a pronouncement was issued that simplifies the measurement of goodwill impairment by no longer requiring an entity to perform a hypothetical purchase price allocation. Instead, impairment will be measured using the difference between the carrying amount and the fair value of the reporting unit. The pronouncement is effective for annual and interim periods in fiscal years beginning after December 15, 2019. We are currently evaluating the impact of the new pronouncement on our consolidated financial statements.

Critical Accounting Policies

Management's discussion and analysis of financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires estimates and judgments that affect the reported amounts of our assets, liabilities, revenues and expenses. Management bases estimates on historical experience and other assumptions it believes to be reasonable under the circumstances and evaluates these estimates on an on-going basis. Actual results may differ from these estimates under different assumptions or conditions.

The following critical accounting policies reflect the significant estimates and judgments used in the preparation of our consolidated financial statements. With respect to critical accounting policies, even a relatively minor variance between actual and expected experience can potentially have a materially favorable or unfavorable impact on subsequent consolidated results of operations. For more information on our accounting policies, please refer to the Notes to Consolidated Financial Statements in this annual report on Form 10-K.

Revenue Recognition

- We recognize sales made in our stores at the point of sale, and sales through our e-commerce business at an estimated date of receipt by the customer. Amounts billed to customers for shipping and handling sales are classified as other revenues. We make estimates of future sales returns related to current period sales. Management analyzes historical returns, current economic trends and changes in customer acceptance of our products when evaluating the adequacy of the reserve for sales returns.
- Employee discounts are classified as a reduction of revenue.
- We account for gift cards by recognizing a liability at the time a gift card is sold and recognizing revenue at the time the gift card is redeemed for merchandise. We review our gift card liability on an ongoing basis and recognize income from unredeemed gift card liability on a ratable basis over the estimated period of redemption. We defer revenue and recognize a liability for gift cards issued in connection with our customer loyalty program. Any unredeemed loyalty gift cards are recognized as income in the period in which they expire.

Inventory Valuation

Merchandise inventories are carried at the lower of average cost or market value. We capitalize certain design, purchasing and warehousing costs in inventory. We evaluate all of our inventories to determine excess inventories based on estimated future sales. Excess inventories may be disposed of through our e-commerce business, factory stores and other liquidation methods. Based on historical results experienced through various methods of disposition, we write down the carrying value of inventories that are not expected to be sold at or above cost. Additionally, we reduce the cost of inventories based on an estimate of lost or stolen items each period.

Deferred Catalog Costs

The costs associated with direct response advertising, which consist primarily of catalog production and mailing costs, are capitalized and amortized over the expected future revenue stream of the catalog mailings, which we currently estimate to be two months. The expected future revenue stream is determined based on historical revenue trends developed over an extended period of time. If the current revenue streams were to diverge from the expected trend, our amortization of deferred catalog costs would be adjusted accordingly.

Goodwill and Intangible Assets

Indefinite-lived intangible assets, such as the J.Crew trade name and goodwill, are not subject to amortization. The Company assesses the recoverability of indefinite-lived intangibles whenever there are indicators of impairment, or at least annually in the fourth quarter. If the recorded carrying value of an intangible asset exceeds its estimated fair value, the Company records a charge to write the intangible asset down to its fair value. Definite-lived intangibles, such as the Madewell trade name and favorable lease commitments, are amortized on a straight line basis over their useful life or remaining lease term.

We assess the recoverability of goodwill at the reporting unit level, which consists of our operating segments, J.Crew and Madewell, of which only Madewell has goodwill. In this assessment, we first compare the estimated enterprise fair value of the Madewell reporting unit to its recorded carrying value. We estimate the enterprise fair value based on a combination of an income approach, specifically the discounted cash flow, a market approach, and a transaction approach. If the recorded carrying value of the Madewell reporting unit exceeds its estimated enterprise fair value in the first step, a second step is performed in which we allocate the enterprise fair value to the fair value of Madewell's net assets. The second step of the impairment testing process requires, among other things, estimates of fair values of substantially all of our tangible and intangible assets. Any enterprise fair value in excess of amounts allocated to such net assets represents the implied fair value of goodwill for Madewell. If the recorded goodwill balance for Madewell exceeds the implied fair value of goodwill, an impairment charge is recorded to write goodwill down to its fair value.

Fixed Asset Impairment

We are exposed to potential impairment if the book value of our assets exceeds their expected undiscounted future cash flows. The major components of our long-lived assets are store fixtures, equipment and leasehold improvements. We test for impairment at the store level and the net book value is reduced to fair value if it is determined that the sum of expected discounted future net cash flows is less than net book value.

In fiscal 2016, we recorded non-cash impairment charges of \$7.8 million related to certain long-lived assets.

Income Taxes

An asset and liability method is used to account for income taxes. Deferred tax assets and deferred tax liabilities are recognized based on the difference between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred taxes are measured using current enacted tax rates in effect in the years in which those temporary differences are expected to reverse. Inherent in the measurement of deferred taxes are certain judgments and interpretations of enacted tax law and published guidance.

We maintain valuation allowances where it is more likely than not that all or a portion of a deferred tax asset will not be realized. Changes in the valuation allowances are included in our tax provision in the period of change. In determining whether a valuation allowance is warranted, we evaluate factors such as prior earnings history, expected future earnings, carry-back and carry-forward periods and tax strategies that could potentially enhance the likelihood of the realization of a deferred tax asset.

With respect to uncertain tax positions that we have taken or expect to take on a tax return, we recognize in our financial statements the impact of tax positions that meet a “more likely than not” threshold, based on the technical merits of the position. The tax benefits recognized from uncertain positions are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon effective settlement.

It is our intention to permanently reinvest undistributed earnings and profits from our foreign operations that have been generated through January 28, 2017. Future plans do not demonstrate a need to repatriate the foreign amounts to fund U.S. operations. Cumulative undistributed earnings of international subsidiaries were \$69.8 million at January 28, 2017. No deferred federal income taxes were provided for the undistributed earnings as they are permanently reinvested in our international operations. Cash held by our foreign subsidiaries was \$21.4 million, valued in U.S. dollars, at January 28, 2017.

Share-Based Compensation

The fair value of employee share-based awards is recognized as compensation expense in the statement of operations. Determining the fair value of options at the grant date requires judgment, including estimating the expected term that stock options will be outstanding prior to exercise, the associated volatility and the expected dividend yield. Upon grant of awards, we also estimate an amount of forfeitures that will occur prior to vesting. If actual forfeitures differ significantly from the estimates, share-based compensation expense could be materially impacted.

Foreign Currency Translation

The financial statements of our foreign operations are translated into U.S. dollars. Assets and liabilities are translated at current exchange rates as of the balance sheet date, equity accounts at historical exchange rates, while revenue and expense accounts are translated at the average rates in effect during the year. Translation adjustments are not included in determining net income, but are included in accumulated other comprehensive loss within stockholders' equity (deficit).

Derivative Financial Instruments

We entered into interest rate swap and cap agreements to manage a portion of our interest rate risk related to floating rate indebtedness. As cash flow hedges, unrealized gains are recognized as assets while unrealized losses are recognized as liabilities. The interest rate swap agreements are highly correlated to the changes in interest rates to which we are exposed. Unrealized gains and losses on this instrument are designated as effective or ineffective. The effective portion of such gains or losses is recorded as a component of accumulated other comprehensive loss, while the ineffective portion of such gains or losses is recorded as a component of interest expense. Realized gains and losses in connection with each required interest payment are reclassified from accumulated other comprehensive loss to interest expense.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Interest Rates

We are exposed to interest rate risk arising from changes in interest rates on the floating rate indebtedness under our Senior Credit Facilities. Borrowings pursuant to our Term Loan Facility bear interest at floating rates based on LIBOR, but in no event less than the floor rate of 1.00%, plus the applicable margin. Borrowings pursuant to our ABL Facility bear interest at floating rates based on LIBOR and the prime rate, plus the applicable margin. Accordingly, fluctuations in market interest rates may increase or decrease our interest expense which will in turn, increase or decrease our net income and cash flow.

We manage a portion of our interest rate risk related to floating rate indebtedness by entering into interest rate swaps whereby we receive floating rate payments based on the greater of LIBOR and the floor rate and make payments based on a fixed rate. Our interest rate swap agreements cover a notional amount of \$800 million from March 2016 to March 2019. Under the terms of these agreements, our effective fixed interest rate on the notional amount of indebtedness is 2.56% plus the applicable margin.

As a result of the floor rate described above, we estimate that a 1% increase in LIBOR would increase our annual interest expense by \$7 million.

Foreign Currency

Foreign currency exposures arise from transactions denominated in a currency other than the entity's functional currency. Although our inventory is primarily purchased from foreign vendors, such purchases are denominated in U.S. dollars; and are therefore not subject to foreign currency exchange risk. However, we operate in foreign countries, which exposes the Company to market risk associated with exchange rate fluctuations. The Company is exposed to foreign currency exchange risk resulting from its foreign operating subsidiaries' U.S. dollar denominated transactions.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

See "Index to Financial Statements", which is located on page F-1 of this report.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms.

Management's Report on Internal Control over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal controls over financial reporting. The Company's internal control system was designed to provide reasonable assurance to the Company's management and board of directors regarding the preparation and fair presentation of published financial statements. Management evaluated the effectiveness of the Company's internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission in *Internal Control-Integrated Framework (2013)*. Management, under the supervision and with the participation of the Company's Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of the Company's internal control over financial reporting as of January 28, 2017 and concluded that it is effective.

Changes in Internal Control over Financial Reporting

There were no changes in internal control over financial reporting that occurred during the fourth fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION.

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE OF THE REGISTRANT.

DIRECTORS

Our current Board consists of eight members, who have been elected pursuant to a stockholders' agreement between our Sponsors and Mr. Drexler. Four of the directors (Mr. Coulter, Mr. Danhaki, Mr. Sokoloff, and Ms. Wheeler) are employees of our Sponsors and are therefore deemed to be affiliates. Mr. Drexler, as chief executive officer, is an employee of the Company. Mr. Feintuch, Mr. Leat and Mr. Squeri are not employees of, or service providers to (other than in their capacity of directors), either the Company or our Sponsors. The names of our current directors, along with their present positions and qualifications, their principal occupations and directorships held with public corporations during the past five years, their ages and the year first elected as a director are set forth below.

<u>Name</u>	<u>Age</u>	<u>Year First Elected Director</u>
James Coulter	57	1997
John Danhaki	60	2011
Millard Drexler	72	2003
Richard Feintuch	64	2017
Chad Leat	61	2017
Jonathan Sokoloff	59	2011
Stephen Squeri	58	2010
Carrie Wheeler	45	2011

James Coulter (57). Mr. Coulter has been a director since 1997. Mr. Coulter is a TPG Founding Partner. Mr. Coulter serves as a member on numerous corporate and charitable boards including Chobani, Creative Artists Agency and the Vincraft Group. He previously served on the boards of The Neiman Marcus Group, Inc., Alltel Corporation, IMS Health Inc., Lenovo Group Limited, and Zhone Technologies, Inc. We believe Mr. Coulter's qualifications to sit on our Board include his experience in finance and extensive and diverse experience in domestic and international business.

John Danhaki (60). Mr. Danhaki has been a director since 2011. Mr. Danhaki has been a Managing Partner of Leonard Green & Partners, L.P. since 1995. He also serves on the board of directors of Advantage Solutions, Inc., CCC Information Services, Inc., IMS Health, Inc., Leslie's Poolmart, Inc., Lifetime Fitness, Inc., Mister Car Wash Holdings, Inc., Packers Sanitation Services, Inc., and Savers, Inc. He previously served on the boards of Air Lease Corp., Animal Health, Inc., Arden Group, Inc., AsianMedia Group LLC, Big 5 Sporting Goods Corporation, Communications and Power Industries, Inc., Diamond Triumph Auto Glass, Inc., HITS, Inc., Liberty Group Publishing, Inc., MEMC Electronic Materials, Inc., The Neiman Marcus Group, Inc., Petco Animal Supplies, Inc., Phoenix Scientific, Inc., Rite Aid Corporation, Sagittarius Brands, The Tire Rack, Inc and VCA Antech, Inc. We believe Mr. Danhaki's qualifications to sit on our Board include his experience as a private equity investor and his experience as a director of numerous privately-held and publicly-held companies.

Millard Drexler (72). Mr. Drexler has been our Chief Executive Officer, Chairman of the Board and a director since 2003. Before joining J.Crew, Mr. Drexler was Chief Executive Officer of The Gap, Inc. from 1995 until 2002, and was President of The Gap, Inc. from 1987 to 1995. Mr. Drexler served on the board of directors and compensation and nominating and corporate governance committees of Apple, Inc. until March 2015. We believe Mr. Drexler's qualifications to sit on our Board include his extensive experience as a CEO in the retail industry, his executive leadership and management experience, and his experience as a board member of a leading consumer products company.

Richard Feintuch (64). Mr. Feintuch was appointed to the J.Crew board in January 2017. Mr. Feintuch was a partner in the law firm of Wachtell, Lipton, Rosen & Katz from 1984 until his retirement in 2004, specializing in mergers and acquisitions, corporate finance and the representation of creditors and debtors in large restructurings. Since 2006 he has been a member of the Board of Directors and audit committee of PGT Innovations, Inc., a NYSE traded company. He also serves on the PGT governance committee and previously served on its compensation committee from 2006 to 2015. We believe that Mr. Feintuch's qualifications to sit on our Board include significant knowledge and extensive experience as a partner in a leading international law firm and his long-term experience as a Board member of a leading manufacturer of consumer products.

Chad Leat (61). Mr. Leat was appointed to the J.Crew board in January 2017. From 2009-2013, he served as Managing Director and Vice Chairman at the Global Banking Division of Citigroup, Inc. From 2006-2008, he served as co-head of Global Credit Markets of Citigroup, Inc. From 1998-2005, he served as Global Head of Loans and Leveraged Finance at Citigroup, Inc. From 1997-1998, Mr. Leat served as a partner in the High Yield Capital Markets at Salomon Brothers. From 1985 -1997, Mr. Leat was employed by Chase Manhattan Group Corp., where he became Head of Syndications, Structured Sales and Loan Trading. He is a

member of the Supervisory Board of Directors of BAWAG P.S.K., the fourth largest Australian bank, where he is Chairman of the Risk Committee and was, for three years, Chairman of the Audit Committee. He is also a member of the board of directors of MidCap Financial, a middle market direct commercial lending business affiliated with Apollo Global Management, and Paceline Holdings, a special purpose acquisition company traded on NASDAQ that is affiliated with TPG Capital. He is also a member of the board of directors and Chair of the Audit Committee of Norwegian Cruise Lines, a NYSE traded company. Mr. Leat previously served on the Board of Directors of Global Indemnity PLC, a NYSE listed property and casualty insurer from 2009-2013. We believe that Mr. Leat's qualifications to sit on our Board include his strong banking and financial expertise, plus his experience as a board member of other public and privately held companies.

Jonathan Sokoloff (59). Mr. Sokoloff has been a director since 2011. Mr. Sokoloff is a Managing Partner of Leonard Green & Partners, L.P., which he joined in 1990. Mr. Sokoloff serves on the boards of directors of Advantage Solutions, Inc., BJ's Wholesale Club Inc., the Container Store Group, Inc., Jetco Cash & Carry Inc., Jo-Ann Stores Inc., the Pure Group, Shake Shack, Inc., Topshop/Top Man Limited, Union Square Hospitality Group, and Whole Foods Market, Inc. and served on the boards of numerous companies, including The Brickman Group, Ltd., The Sports Authority, Inc., and Tire Rack Inc. We believe Mr. Sokoloff's qualifications to sit on our Board include his experience as a private equity investor and his experience as a director of other retail companies.

Stephen Squeri (58). Mr. Squeri was a director of J.Crew Group, Inc. from September 2010 until March 2011 and he rejoined the Company's board of directors in June 2012. Mr. Squeri has been Vice Chairman of American Express Company since July 2015 and has led the Business-to-Business Group since October 2015. Previously, he had been Group President, Global Corporate Services since November 2011. Prior to that, he was Group President, Global Services since 2009. In addition, from July 2008 to September 2010, he was the head of Corporate Development, overseeing mergers and acquisitions for American Express. Mr. Squeri joined American Express in 1985. Prior to joining American Express, Mr. Squeri was a management consultant at Arthur Andersen and Company from 1982 to 1985.

Carrie Wheeler (45). Ms. Wheeler has been a director since 2011. Ms. Wheeler is a TPG Partner, which she joined in 1996. Prior to TPG, she was with Goldman, Sachs & Co. from 1993 to 1996. Ms. Wheeler also serves on the board of directors of Arden Group, Inc. She previously served on the board of The Neiman Marcus Group, Inc. and Petco Animal Supplies, Inc. We believe Ms. Wheeler's qualifications to sit on our Board include her financial expertise as well as her experience as a director of two other retail companies.

See "Item 13. Certain Relationships and Related Party Transactions, and Director Independence" below for a discussion of certain arrangements and understandings regarding the nomination and selection of certain of our directors.

EXECUTIVE OFFICERS

The names and ages of our executive officers as of January 28, 2017, along with their positions and qualifications, are set forth below.

Name	Age	Position
Millard Drexler	72	Chairman and Chief Executive Officer
Michael Nicholson	50	President, Chief Operating Officer & Chief Financial Officer
Jenna Lyons	48	President, Executive Creative Director
Lynda Markoe	50	Executive Vice President, Human Resources
Libby Wadle	44	President—J.Crew Brand

Millard Drexler. Mr. Drexler has been our Chief Executive Officer, Chairman of the Board and a director since 2003. Before joining J.Crew, Mr. Drexler was Chief Executive Officer of The Gap, Inc. from 1995 until 2002, and was President of The Gap, Inc. from 1987 to 1995. Mr. Drexler served on the board of directors and compensation and nominating and corporate governance committees of Apple, Inc. until March 10, 2015.

Michael Nicholson. Mr. Nicholson has been the Company's President, Chief Operating Officer and Chief Financial Officer since he joined the Company on January 11, 2016. Before joining J.Crew, he was Executive Vice President, Chief Operating Officer, Chief Financial Officer and Treasurer of ANN, Inc. from December 2012 until August 2015. Previously, from 2007 to 2012, he served as Executive Vice President, Chief Financial Officer and Treasurer of ANN, Inc. Prior to that, he spent seven years at Limited Brands, Inc. holding various executive positions including Executive Vice President, Chief Operating Officer and Chief Financial Officer for Victoria's Secret Beauty Company. Earlier in his career, Mr. Nicholson held senior positions at Colgate Palmolive and Altria Group, Inc.

Jenna Lyons. Ms. Lyons has been the Company's President, Executive Creative Director since July 2010, and before that served as Executive Creative Director since April 2010. Prior to that, she was Creative Director since 2007 and, before that, was Senior Vice President of Women's Design since 2005. Ms. Lyons joined J.Crew in 1990 as an Assistant Designer and has held a variety of positions within the Company, including Designer from 1994 to 1995, Design Director from 1996 to 1998, Senior Design Director in 1999, and Vice President of Women's Design from 1999 to 2005. Ms. Lyons serves on the board of directors and is a member of the compensation and nominating and governance committees of Shake Shack, Inc.

Lynda Markoe. Ms. Markoe has been the Company's Executive Vice President, Human Resources since 2007 and was previously Vice President and then Senior Vice President, Human Resources since 2003. Before joining J.Crew, Ms. Markoe worked at The Gap, Inc. where she held a variety of positions over 15 years.

Libby Wadle. Ms. Wadle has been the Company's President – J.Crew Brand since April 2013. Before that, she was the Executive Vice President—J.Crew from 2011 to 2013, and Executive Vice President—Retail and Factory from 2010 to 2011, and was Executive Vice President—Factory and Madewell from 2007 to 2010. Before that Ms. Wadle served as Vice President and then Senior Vice President of J.Crew Factory since 2004. Prior to joining J.Crew, Ms. Wadle was Division Vice President of Women's Merchandising at Coach, Inc. from 2003 to 2004 and held various merchandising positions at The Gap, Inc. from 1995 to 2003.

CORPORATE GOVERNANCE

Election of Members to the Board of Directors

As a private company, members of the Board of Directors are nominated and elected in accordance with the provisions of the Company's Amended and Restated Certificate of Incorporation, as filed with the Delaware Secretary of State, the Company's Amended and Restated Bylaws and the stockholders agreement with the Sponsors.

Code of Ethics and Business Practices

The Company has a Code of Ethics and Business Practices that applies to all Company associates, including its Chief Executive Officer, Chief Financial Officer, principal accounting officer and controller, as well as members of the Board. The Code of Ethics and Business Practices is available free of charge on the investor relations section of our website at www.jcrew.com or upon written request to the Secretary of the Company, J.Crew Group, Inc., 770 Broadway, New York, New York 10003. Any updates or amendments to the Code of Ethics and Business Practices, and any waiver that applies to the Chief Executive Officer, Chief Financial Officer, principal accounting officer or controller will also be posted on the website.

Board Committees

Our Board has established an audit committee and a compensation committee. Ms. Wheeler and Mr. Squeri are currently the members of our audit committee. The audit committee recommends the annual appointment of auditors with whom the audit committee reviews the scope of audit and non-audit assignments and related fees, accounting principles we use in financial reporting, internal auditing procedures and the adequacy of our internal control procedures. Though not formally considered by our Board given that our securities are not traded on any national securities exchange, based upon the listing standards of the New York Stock Exchange, the national securities exchange upon which our common stock was previously listed, we believe that Mr. Squeri would be considered independent but Ms. Wheeler would not be considered independent because of her employment by one of the Sponsors. The members of our compensation committee are Mr. Coulter, Mr. Sokoloff, Mr. Squeri and Ms. Wheeler. The compensation committee reviews and approves the compensation of our executive officers, authorizes and ratifies stock option and/or restricted stock grants and other incentive arrangements, and authorizes employment agreements with our executive officers.

Each of the Sponsors has the right to have at least one of its directors sit on each committee of the Board of Directors, to the extent permitted by applicable laws and regulation.

Director Independence

Because of our status as a voluntary filer and because our securities are not traded on any national securities exchange, the Board has not formally reviewed whether Mr. Feintuch, Mr. Leat and Mr. Squeri can be considered independent under the independence standards of the New York Stock Exchange. Messrs. Coulter, Danhaki and Sokoloff and Ms. Wheeler are employees of our Sponsors and therefore would not be considered independent under these standards. In addition, Mr. Drexler, who is an employee of the Company, would also not be considered independent.

Audit Committee Financial Expert

In light of our status as a privately held company and the absence of a public listing or trading market for our common stock, we are not required to have an “audit committee financial expert;” however, we have determined that neither Ms. Wheeler nor Mr. Squeri would qualify for this designation.

Section 16(a) Beneficial Ownership Reporting Compliance

In light of our status as a privately held company, Section 16(a) of the Securities Exchange Act of 1934, as amended, does not apply to our directors, executive officers and significant stockholders.

ITEM 11. EXECUTIVE COMPENSATION.

Compensation Discussion and Analysis

In general, this section focuses on, and provides a description of, our executive compensation process and a detailed discussion of each of the key elements of our compensation program for fiscal 2016 as they apply to the individuals named in the Summary Compensation Table (the “Named Executive Officers”). Our compensation committee (the “Committee”) consists of representatives from our Sponsors and Mr. Squeri. The following is a discussion of the current compensation philosophy and programs applicable to our executive officers in fiscal 2016.

Fiscal 2016 Compensation Philosophy and Compensation Program Objectives

We place high value on attracting and retaining our executives and associates since their talent and performance are essential to our long-term success. Our compensation philosophy places high value on performance-based and discretionary compensation. Accordingly, our compensation program is designed to be both competitive and fiscally responsible and seeks to:

- attract the highest caliber of talent required for the success of our business,
- retain those associates capable of achieving challenging performance standards,
- incent associates to strive for superior Company and individual performance,
- align the interests of our executives with the financial and strategic objectives of our Sponsors, and
- encourage and reward the achievement of our short- and long-term goals and operating plans.

We seek to achieve the objectives of our executive compensation program by offering a compensation package that utilizes three key elements: (1) base salary, (2) annual cash incentives, and (3) long-term incentives. We believe that together these elements support the objectives of our compensation program without encouraging unnecessary or excessive risk taking on the part of the Company’s associates.

- *Base Salaries.* We seek to provide competitive base salaries factoring in the responsibilities associated with the executive’s position, the executive’s skills and experience, and the executive’s performance as well as other factors. We believe appropriate base salary levels are critical in helping us attract and retain talented associates.
- *Annual Cash Incentives.* The aim of this element of compensation is to reward individual and group contributions to the Company’s annual operating performance based upon the achievement of pre-established performance standards in the most recent completed fiscal year.
- *Long-Term Incentives.* The long-term element of our compensation program consists of the opportunity for our executive officers to participate directly as equity owners of the Company through the roll-over and purchase of Parent shares and grants of stock options to purchase Parent shares. The equity component is the most significant element of our executive compensation program because we believe that a meaningful equity interest by our executive officers and management team will provide a strong incentive to drive top line growth, increase margins and profitability and pursue growth opportunities, which we believe will lead to increased equity value and returns to investors. In fiscal 2016, in order to maintain the incentive value of stock option awards currently outstanding, we offered all eligible employees, including the Named Executive Officers (other than Mr. Nicholson), and Mr. Squeri, the opportunity to exchange their outstanding stock option awards for awards with a lower per-share exercise price and, in the case of time-based vesting stock options, an extended vesting schedule (the “stock option re-pricing”).

The Fiscal 2016 Executive Compensation Process

The Compensation Committee

The Committee oversees our executive compensation program. The Committee meets regularly, both with and without management. The Committee's responsibilities are detailed in its charter, which can be found on the investor relations section of our website at www.jcrew.com. These responsibilities include, but are not limited to, the following:

- reviewing and approving our compensation philosophy,
- determining executive compensation levels,
- annually reviewing and assessing performance goals and objectives for all executive officers, including the Chief Executive Officer ("CEO"), and
- determining short-term and long-term incentive compensation for all executive officers, including the CEO.

The Committee is responsible for making all decisions with respect to the compensation of the executive officers. With respect to the executive officers other than the CEO, the Committee's compensation decisions involve the review of recommendations made by our CEO and Executive Vice President of Human Resources ("EVP—HR"). The CEO and EVP—HR attend the Committee's meetings and provide input to the Committee regarding the effectiveness of the compensation program in attracting and retaining key talent. They make recommendations to the Committee regarding executive merit increases, short-term and long-term incentive awards and compensation packages for executives being hired or promoted. The Committee also considers the CEO's evaluation of the performance of the executive officers (other than himself), each of whom report to him.

The compensation of the CEO is determined by the Committee independently of management. The Committee makes decisions about the CEO's compensation during executive session outside the presence of the CEO. Annually, outside directors of the Board evaluate the performance of the CEO and that evaluation is then communicated to the CEO by the Chairman of the Committee.

The Committee's process for determining executive compensation is straightforward. In the first quarter of each fiscal year, the Committee's primary focus is to review base salaries, determine payout amounts for annual cash incentives in respect of the prior fiscal year for the executive officers, and review long-term equity for the senior officers and certain other key associates. At this time, the Committee also generally reviews and establishes performance metrics for the current fiscal year's annual cash incentive plan.

The Committee considers both external and internal factors when making decisions about executive compensation. External factors include the competitiveness of each element of our compensation program relative to peer companies and the market demand for executives with specific skills or experience in the specialty apparel industry. Internal factors include an executive's level of responsibility, level of performance, long-term potential and previous levels of compensation, including outstanding equity awards. While all of these factors provide useful data points in setting compensation levels, we take into account the fact that external data typically reflects pay decisions made during a prior year. We also consider the state of the overall retail industry, the economy and general business conditions.

Outside Compensation Consultant

No independent executive compensation consultants were retained by the Committee during fiscal 2016.

Benchmarking Process

In making compensation decisions for fiscal 2016, the Committee considered the competitive market for executives and compensation levels provided by comparable companies. The comparative group used to benchmark compensation with respect to our executive officers and other key associates is composed of specialty retailers with highly visible brands that we view as competitors for customers and/or executive talent. For fiscal 2016, the peer companies were Abercrombie & Fitch Co., American Eagle Outfitters, Inc., Ascena Retail Group, Inc., Chico's FAS, Inc., Coach, Inc., The Gap, Inc., Guess, Inc., Kate Spade & Company, L Brands, Inc., Michael Kors Holdings Ltd., Nordstrom, Inc., Ralph Lauren Corp., Under Armour, Inc. and Urban Outfitters, Inc. In addition, we monitor the marketplace for innovative and creative compensation programs of those companies that we view as leading their industry. Though the Company generally targets salary levels at the median of our peer group, total compensation may exceed or fall below the median for certain of our executive officers and other key associates since one of the objectives of our compensation program is to consistently reward and retain top performers and to differentiate compensation based upon individual and Company performance.

We also consider compensation survey data from surveys in which we participate or purchase from a variety of publishers which may incorporate data from other industries.

CEO Compensation

At the time Mr. Drexler joined the Company in 2003, he invested \$10 million of his own funds to purchase a substantial equity ownership interest in the Company. He also paid us \$1 million as consideration for a grant of stock options and a grant of restricted stock. His annual base salary was set at \$200,000 in 2003 and has not increased.

In connection with the Acquisition, Mr. Drexler contributed an aggregate amount of 2,287,545 shares worth approximately \$99.5 million in exchange for an ownership interest in Parent following the Acquisition. Following the Acquisition, in accordance with his new employment agreement, Mr. Drexler was awarded 32,109,219 non-qualified stock options, a portion of which vest over time and a portion of which are subject to performance-based vesting conditions. In 2013, Mr. Drexler acquired an additional 12,040,957 shares in Parent through the exercise of a portion of these stock options. In 2016, Mr. Drexler participated in the stock option re-pricing, and exchanged 12,040,957 of his fully vested time-vesting stock options with an exercise price of \$0.25 per share for stock options with an exercise price of \$0.10 per share, of which 6,020,479 remained fully vested and 6,020,478 became subject to an additional 4 year time-based vesting period. He also exchanged 8,027,305 performance-vesting stock options with an exercise price of \$0.25 per share for stock options with an exercise price of \$0.10 per share and the same performance-vesting hurdles.

Mr. Drexler's substantial investment in the Company and the size of his equity incentive awards are consistent with his role as an owner-manager and are designed to ensure his commitment to the long-term future of the Company. Details regarding Mr. Drexler's compensation package are contained in tables that follow. In addition, a description of his employment agreement, originally entered into in connection with the consummation of the Acquisition, is contained in a section that follows. We intend to continue to evaluate the components and level of our CEO's compensation on an ongoing basis.

Components of the Executive Compensation Program

We believe that a substantial portion of executive compensation should be performance-based. We also believe it is essential for executives to have a meaningful equity stake linked to the long-term performance of the Company; therefore, we have created compensation packages that aim to foster an owner-operator culture. As such, other than base salary, compensation of our executive officers is largely comprised of variable or "at-risk" incentive pay linked to the Company's financial performance and individual contributions. Other factors we consider in evaluating executive compensation include internal pay equity, external market and competitive information, assessment of individual performance, level of responsibility, and the overall expense of the program. In addition, we also strive to offer benefits competitive with those of our peer group and appropriate perquisites.

Base Salary

Base salary represents the fixed component of our executive officers' compensation. The Committee sets base salary levels based upon experience and skills, position, level of responsibility, the ability to replace the individual, and market practices. The Committee reviews base salaries of the executive officers annually and approves all salary increases for the executive officers, including Mr. Drexler. Increases are based on several factors, including the Committee's assessment of individual performance and contribution, promotions, level of responsibility, scope of position, competitive market data, and general economic, retail and business industry conditions, as well as, with respect to our executive officers other than Mr. Drexler, input from Mr. Drexler and the EVP—HR.

In spring 2016, in conjunction with its annual review process, the Committee reviewed base salaries for the Named Executive Officers. The Committee decided that Mr. Drexler's base salary was to remain at \$200,000 given his role as owner-manager. This salary is well below the salary level normally provided to a Chief Executive Officer of a company of comparable size, complexity, and performance and below the median level of our peer group. The Committee also determined that Ms. Lyons'; Mr. Nicholson's; and Ms. Markoe's base salaries would remain at \$1,000,000; \$800,000; and \$550,000, respectively. In spring 2016, Ms. Wadle received a \$100,000 salary increase resulting in a base salary of \$850,000, based upon a review of competitive market data.

Annual Cash Incentives

Our Named Executive Officers typically have the opportunity to earn cash incentives for meeting annual performance goals. Historically, before the end of the first quarter of the relevant fiscal year, the Committee establishes financial and performance targets and opportunities for such year, which are based upon the Company's goals for Earnings Before Interest Taxes Depreciation and Amortization (EBITDA).

The Company's goals for EBITDA are linked to our budget and plan for long-term success. These EBITDA performance targets are the key measures used to determine whether an incentive award will be paid for the fiscal year and, to the extent achieved, determine the range of the incentive award opportunity for the Named Executive Officers. We calculate EBITDA using the net income recorded for the Company in accordance with Generally Accepted Accounting Principles (GAAP), adding back interest, depreciation, amortization and income tax expenses for the applicable fiscal year. We also adjust for items such as non-cash share-based compensation, the impact of purchase accounting resulting from the Acquisition, non-cash impairment losses and charges related to a workforce reduction (as so calculated, "Adjusted EBITDA").

Annual incentive awards to our Named Executive Officers are paid from the same incentive pool used for all of our eligible associates. For fiscal 2016, the potential size of the total pool was determined by the Company's performance against pre-established Adjusted EBITDA goals for the fiscal year ended January 28, 2017, which were approved by the Committee on April 22, 2016 as follows: for Adjusted EBITDA of \$181.4 million, the pool would be funded at 25% of the target amount; for Adjusted EBITDA of \$240.2 million, the pool would be funded at 100% of the target amount, for Adjusted EBITDA of \$318.0 million, the pool would be funded at 200% of the target amount, and for Adjusted EBITDA of more than \$318.0 million, the pool could be funded at up to 250% of the target amount at the discretion of the Committee.

The target amount of the incentive pool is determined by calculating the sum of the target incentive award amount assigned to each plan participant. Mr. Drexler's target award for fiscal 2016 is \$1,200,000, as defined in his employment agreement, with a range of potential payment from \$0 to \$3,000,000. Target awards of the Named Executive Officers, other than Mr. Drexler, are expressed as a percentage of annual base salary for the relevant fiscal year. The target award for Ms. Lyons and Ms. Wadle for fiscal 2016 is 100%, with a range of potential payments from 0% to 250% of annual base salary. The target award for Ms. Markoe is 75%, with a range of potential payments from 0% to 187.5% of annual base salary. Mr. Nicholson's employment agreement provided that his annual bonus for fiscal 2016 would be not less than \$600,000.

If the Company does not meet the threshold Adjusted EBITDA target, then no payments are made to the Named Executive Officers with respect to the annual incentive awards plan.

The Committee determines the amount of Mr. Drexler's annual incentive award independently of management, with no fixed or specific mathematical weighting applied to the performance metrics or any element of his individual performance. The Committee approves his incentive award based upon the Adjusted EBITDA results and achievement of the performance metrics and other business performance factors they deem relevant.

The Committee determines the amount of the annual incentive awards for the other Named Executive Officers using its discretion, subject to the maximum specified in the plan. In making this determination, the Committee takes into account the recommendations of Mr. Drexler. Each of the other Named Executive Officers reports directly to Mr. Drexler. Mr. Drexler takes significant time to review both the quantitative and qualitative performance results of each such executive and recommends to the Committee an incentive award amount for each of them. Provided the threshold Adjusted EBITDA target is achieved, Mr. Drexler then considers whether to recommend payouts for individuals at the level established by Adjusted EBITDA results and within the range established by each Named Executive Officer's target incentive. Final annual incentive awards are established based on the overall judgment of the Committee, taking into account the recommendations made by Mr. Drexler, with no fixed or specific mathematical weighting applied to any element of individual performance.

For fiscal 2016, the Company achieved pre-bonus Adjusted EBITDA of \$202.2 million and therefore the annual incentive award pool was funded at 50%. In determining the size of individual bonuses, the Committee may increase or reduce amounts if in its sole judgement such an adjustment is appropriate. Individual bonuses were determined by the Committee on March 17, 2017, and will be paid as follows. Mr. Drexler will receive \$600,000, representing 50% of his target bonus payment. Mr. Nicholson will receive \$600,000, representing 75% of his annual base salary. Ms. Lyons will receive \$400,000, representing 40% of her annual base salary. Ms. Wadle will receive \$340,000, representing 40% of her annual base salary. And Ms. Markoe will receive \$206,250, representing 37.5% of her annual base salary. These bonuses are expected to be paid on or before April 13, 2017, the 75th day of our current fiscal year.

As noted above, Mr. Nicholson was entitled to an annual cash incentive for fiscal 2016 of not less than \$600,000 pursuant to his employment agreement. Therefore, Mr. Nicholson's annual cash incentive will be \$600,000. In addition, in April 2016, Mr. Nicholson received a \$43,836 cash payment, which represented a pro-rated guaranteed fiscal 2015 bonus of \$800,000, pursuant to the terms of his employment agreement. Ms. Markoe received a \$100,000 payment in April 2016 as a discretionary performance bonus.

Long-Term Equity Incentives

Our Named Executive Officers' compensation is heavily weighted in long-term equity as we believe stockholder value is achieved through an ownership culture that encourages a focus on long-term performance by our Named Executive Officers and other key associates. By providing our executives with an equity stake in the Company, we are better able to align the interests of our Named Executive Officers and our Sponsors. In establishing long-term equity incentive grants for our Named Executive Officers, the Committee reviews certain factors, including the outstanding equity investment and grants held both by the individual and by our executives as a group, total compensation, performance, vesting dates of outstanding grants, tax and accounting costs, potential dilution and other factors.

In 2011, our Named Executive Officers and certain key members of management were provided the opportunity to roll over on a tax deferred basis, shares of J.Crew Group, Inc. stock and stock options they held into shares or stock options, as applicable, of the Parent in connection with the consummation of the Acquisition. They were also provided the opportunity to purchase shares of the Parent. As a result, Mr. Drexler contributed an aggregate amount of 2,287,545 shares worth approximately \$99.5 million in exchange for an ownership interest in Parent following the Acquisition. Ms. Lyons contributed 30,651 shares and 218,401 stock options in exchange for an ownership interest of approximately \$4 million. Ms. Wadle contributed 100,590 stock options, 6,804 shares and \$370,692 cash in exchange for an ownership interest of approximately \$2 million. Ms. Markoe contributed 7,663 shares and 45,129 stock options in exchange for an ownership interest of approximately \$1 million. Mr. Nicholson was not employed by the Company at the time of the Acquisition.

The Committee has approved stock option and restricted stock awards to the Named Executive Officers, consistent with its view that long-term equity incentives are an important part of an ownership culture that encourages a focus on long-term performance by our Named Executive Officers and other key associates. In May 2016, each of Ms. Lyons and Ms. Wadle received grants of (A) 1,000,000 shares of restricted stock subject to time-vesting conditions and (B) 1,000,000 shares of restricted stock subject to performance-vesting conditions, and Ms. Markoe received a grant of (A) 500,000 shares of restricted stock subject to time-vesting conditions and (B) 500,000 shares of restricted stock subject to performance-vesting conditions.

In fiscal 2016, in order to enhance the incentive value of outstanding stock option awards, we engaged in the stock option re-pricing, in which time-based vesting stock options with an exercise price greater than \$0.10 could be exchanged for stock options with an exercise price of \$0.10 per share, following which 50% of the vested stock options would remain vested and 50% of the vested stock options, together with all unvested stock options, would be subject to an additional vesting schedule of 4 years (25% per year), and performance-based vesting stock options with an exercise price greater than \$0.10 could be exchanged for stock options with an exercise price of \$0.10 per share and the same performance-vesting hurdles. Stock options rolled over in the Acquisition were not eligible to participate in the stock option re-pricing.

Equity Ownership. We believe that Company executives should have a meaningful ownership stake in the Company to underscore the importance of linking executive and investor interests, and to encourage an owner-manager and long-term perspective in managing the business. This ownership stake has been achieved through the roll-over of shares and stock options, the opportunity for cash investment and the award of stock options and restricted stock.

Benefits and Perquisites. Benefits are provided to our Named Executive Officers in the same manner that they are provided to all other associates. Our Named Executive Officers are eligible to participate in the Company's 401(k) plan (which includes a Company match component) and receive the same health, life, and disability benefits available to our associates generally.

We offer all of our associates (including the Named Executive Officers) and directors a discount on most merchandise in our stores, and through our e-commerce business. We offer this discount because it is beneficial to our Company to encourage associates and directors to shop in our stores and online. Additionally, this discount represents common practice in the retail industry. This discount is extended to IRS-qualified dependents and spouses.

We do not offer a defined benefit pension, supplemental executive retirement plan (SERP) or a non-qualified deferred compensation plan to our associates or Named Executive Officers.

In addition, from time to time the Company agrees to provide certain executives with perquisites. The Company provides these perquisites on a limited basis in order to attract key talent and to enhance business efficiency. We believe these perquisites are in line with market practice. For fiscal 2016, we provided certain Named Executive Officers with the following perquisites:

Driver. We provide Mr. Drexler with a driver for all business needs. Mr. Drexler reimburses the Company for his personal use of the driver, including commuting to and from work.

Medical Concierge Service. We provide Mr. Drexler with 24/7, on-call worldwide medical care for himself and his immediate family members, up to a maximum of \$50,000 per year.

The cost incurred by the Company for certain of these perquisites is detailed in the Summary Compensation Table.

Tax Gross-ups. Pursuant to the terms of Mr. Drexler's employment agreement, Mr. Drexler is entitled to receive a gross up in the event that any payment or benefit provided to him in connection with a change in control (as defined in Section 280G of the Code) occurring after our equity securities once again are publicly traded is subject to the excise taxes imposed by Section 4999 of the Code. If a change in control occurs while the Company is private, the Company and Mr. Drexler will use their reasonable best efforts to seek shareholder approval of any parachute payments. These provisions were negotiated as a part of Mr. Drexler's employment agreement in connection with the Acquisition. While other executive officers may also have excess parachute payments that are subject to the excise taxes, no such other executive officer is entitled to a tax gross up from the Company.

Employment Agreements

From time to time, the Company enters into employment agreements in order to attract and retain key executives. Each of Messrs. Drexler and Nicholson and Mss. Lyons and Wadle are party to an employment agreement with the Company. As described in a section that follows, the employment agreements generally define the executive's position, specify a minimum base salary, and provide for participation in our annual and long-term incentive plans, as well as other benefits. Most of the agreements contain covenants that limit the executives' ability to compete with us or solicit our associates or customers for a specified period following termination. The agreements also provide for various benefits under certain termination scenarios. In general, these benefits consist of salary continuation for periods ranging from 12 to 18 months, a pro-rata or full cash incentive award for the year in which termination occurred, and in some cases, the acceleration or continued vesting (in accordance with the original vesting schedule) of a portion of unvested equity. The agreements provide for automatic renewal upon the same terms and conditions, unless either party gives written notice of its intent not to renew. The provisions vary by executive because each agreement is negotiated by the Company and the Named Executive Officer on an individual basis at the time of hire or renewal, as applicable. We believe that these agreements enhance our ability to recruit and retain the Named Executive Officers, offer them a degree of security in the very dynamic environment of the retail industry, and protect us competitively through non-competition and non-solicitation requirements if the executives terminate their employment with us.

The section below contains information, both narrative and tabular, regarding the types of compensation paid to (i) our principal executive officer, (ii) our principal financial officer, and (iii) our other three most highly compensated executive officers as of the end of fiscal 2016 (collectively, the "Named Executive Officers"). The Summary Compensation Table contains an overview of the amounts paid to our Named Executive Officers for fiscal years 2016, 2015, and 2014, as applicable. The tables following the Summary Compensation Table—the Grants of Plan-Based Awards, Outstanding Equity Awards at Fiscal Year-End, and Option Exercises and Stock Vested—contain details of our Named Executive Officers' recent non-equity incentive and equity grants, past equity awards, general equity holdings, and option exercises. Finally, we have included a table showing potential severance payments to our Named Executive Officers pursuant to their individual employment agreements and certain of our equity incentive plans, assuming, for these purposes that the relevant triggering event occurred on January 28, 2017.

SUMMARY COMPENSATION TABLE

The following table sets forth the compensation paid to or earned during fiscal years 2016, 2015, and 2014 by our Named Executive Officers:

<u>Name and Principal Position</u>	<u>Fiscal Year</u>	<u>Salary (\$)</u>	<u>Bonus(1) (\$)</u>	<u>Stock Awards(2) (\$)</u>	<u>Option Awards(2) (\$)</u>	<u>All Other Compensation(3) (\$)</u>	<u>Total (\$)</u>
Millard Drexler,	2016	\$ 200,000	\$ 600,000	\$ —	\$ —	\$ 39,527	\$ 839,527
Chairman and Chief Executive Officer	2015	\$ 200,000	\$ —	\$ —	\$ —	\$ 38,789	\$ 238,789
	2014	\$ 200,000	\$ —	\$ —	\$ —	\$ 38,323	\$ 238,323
Michael Nicholson,	2016	\$ 800,000	\$ 600,000	\$ —	\$ —	\$ 10,000	\$ 1,410,000
President, COO & CFO	2015	\$ 46,154	\$ 43,836	\$ 400	\$ —	\$ —	\$ 90,390
Jenna Lyons,	2016	\$ 1,000,000	\$ 400,000	\$ —	\$ —	\$ 10,600	\$ 1,410,600
President-Executive Creative Director	2015	\$ 1,000,000	\$ —	\$ —	\$ —	\$ 10,600	\$ 1,010,600
	2014	\$ 1,000,000	\$ —	\$ —	\$ —	\$ 10,400	\$ 1,010,400
Libby Wadle,	2016	\$ 832,692	\$ 340,000	\$ —	\$ —	\$ 10,600	\$ 1,183,292
President – J.Crew Brand	2015	\$ 750,000	\$ —	\$ —	\$ —	\$ 10,600	\$ 760,600
	2014	\$ 750,000	\$ —	\$ —	\$ —	\$ 10,400	\$ 760,400
Lynda Markoe,	2016	\$ 550,000	\$ 306,250	\$ —	\$ —	\$ 10,600	\$ 866,850
EVP - Human Resources	2015	\$ 550,000	\$ 125,000	\$ —	\$ —	\$ 10,600	\$ 685,600
	2014	\$ 538,462	\$ 125,000	\$ —	\$ —	\$ 10,400	\$ 673,862

- (1) Represents the annual cash incentive awards under our Company annual cash incentive plan and discretionary bonus awards earned by each Named Executive Officer. The bonus pool was funded at 50%. Ms. Markoe was granted a discretionary bonus of \$100,000 for performance in April 2016 in addition to her fiscal 2016 annual cash incentive award. A description of our annual cash incentive plan is in a previous section. Pursuant to Mr. Nicholson’s employment agreement, he is entitled to a bonus for fiscal 2016 of not less than \$600,000.
- (2) For each of the Named Executive Officers, represents the aggregate grant date fair value calculated under Accounting Standards Codification (ASC) 718—*Compensation—Stock Compensation* as share-based compensation in our financial statements for fiscal years 2016, 2015, and 2014 of stock awards and option awards made in those fiscal years, excluding the effect of estimated forfeitures. For awards subject to performance conditions, the amount reflects the full grant date fair value of the awards based on the probable outcome of the performance conditions. See note 4, “Share-Based Compensation” to our consolidated financial statements for a description of assumptions underlying valuation of equity awards.
- (3) All other compensation for fiscal year 2016 consisted of the following:

	<u>Matching Contributions(i)</u>	<u>Medical Concierge(ii)</u>	<u>Legal Fees(iii)</u>	<u>Total</u>
Millard Drexler	\$ —	\$ 39,527	\$ —	\$ 39,527
Michael Nicholson	\$ —	\$ —	\$ 10,000	\$ 10,000
Jenna Lyons	\$ 10,600	\$ —	\$ —	\$ 10,600
Libby Wadle	\$ 10,600	\$ —	\$ —	\$ 10,600
Lynda Markoe	\$ 10,600	\$ —	\$ —	\$ 10,600

- (i) Represents total Company contributions to each Named Executive Officer’s account in the Company’s tax-qualified 401(k) Plan.
- (ii) Represents Company payment for medical concierge services, as provided by Mr. Drexler’s employment agreement.
- (iii) Represents Company payment for Mr. Nicholson’s legal fees related to the review of his employment contract with the Company.

Named Executive Officer Employment Agreements

Millard Drexler

Mr. Drexler entered into an employment agreement with us, effective March 7, 2011, pursuant to which Mr. Drexler serves as our Chief Executive Officer and as the Chairman of our Board. The agreement provides for an initial term of employment through March 7, 2015, subject to automatic renewal for successive one-year periods thereafter unless either Mr. Drexler or the Company provides a notice of non-renewal at least 90 days before the expiration of the then current term. Pursuant to the employment agreement, Mr. Drexler receives a base salary of \$200,000 and has an opportunity to earn an annual bonus award, with a target opportunity of \$1,200,000, based on the achievement of certain performance metrics determined by the Board or a committee thereof. Mr. Drexler is eligible to participate in the Company's employee benefit plans and the Company will pay or reimburse Mr. Drexler for an amount of up to \$50,000 per year for the cost of maintaining the benefits provided under one or more concierge medical services arrangements to be selected by Mr. Drexler. In the event that Mr. Drexler's employment is terminated prior to the end of the initial four-year term or any subsequent one-year extension of the term without cause or by Mr. Drexler for good reason (each as defined in the agreement), Mr. Drexler will receive, among other things (i) a payment equal to any accrued but unpaid base salary as of the date of termination, the value of any accrued vacation pay, and the amount of any expenses properly incurred by Mr. Drexler prior to the termination date and not yet reimbursed, (ii) a payment equal to one year's base salary plus Mr. Drexler's target bonus, (iii) a payment equal to the pro-rated annual bonus that Mr. Drexler would have earned for the year in which his termination occurs, based on the actual achievement of applicable performance objectives in the performance year in which the termination date occurs; and (iv) the immediate vesting of all equity awards previously granted to Mr. Drexler that remain outstanding as of the termination date. The agreement also provides that Mr. Drexler is entitled to a full gross up for excise taxes incurred under Sections 280G and 4999 of the Code in connection with any change in control occurring after our equity securities once again become publicly traded.

As described above, pursuant to the terms of the agreement Mr. Drexler received an option grant under Parent's 2011 Equity Incentive Plan (the "2011 Equity Incentive Plan") in fiscal year 2011. These options will vest upon meeting certain time- and performance-based vesting conditions and will vest in full upon, as described above, a termination of his employment without cause or by him for good reason. Mr. Drexler's time-vesting options will vest in full upon the occurrence of a change in control. The agreement also provides that Mr. Drexler will be subject to non-solicitation and non-competition covenants during his employment and for a period of two years and one year, respectively, following the termination of his employment, regardless of the reason for such termination. In 2016, Mr. Drexler participated in the stock option re-pricing and exchanged 12,040,957 time-based vesting options with an exercise price of \$0.25 per share for 6,020,479 vested stock options with an exercise price of \$0.10 per share and 6,020,478 unvested stock options with an exercise price of \$0.10 per share and an additional 4 year time-based vesting period. Mr. Drexler also exchanged 8,027,305 performance-based vesting stock options with an exercise price of \$0.25 per share for an equal number of performance-based vesting stock options with an exercise price of \$0.10.

Michael Nicholson

Mr. Nicholson entered in an employment agreement with us in December 2015 pursuant to which he agreed to serve as our President and Chief Operating Officer and Chief Financial Officer. The agreement provides for an initial base salary of \$800,000, with a target bonus opportunity under the Company's annual bonus plan of 100% of base salary based upon the achievement of certain performance objectives to be determined each year. For fiscal year 2016, Mr. Nicholson's employment agreement provides that his annual bonus will not be less than \$600,000, provided he remains employed through the payment date. Under the agreement Mr. Nicholson is subject to non-competition and non-solicitation covenants during his employment and for a period of 12 and 18 months, respectively, following termination of employment for any reason, provided that the non-competition covenants will not apply following termination of Mr. Nicholson's employment by the Company without cause or by him for good reason. In the event his employment is terminated without cause, for good reason or due to his death or disability, Mr. Nicholson is entitled under the agreement to certain post-employment compensation, as detailed in a section that follows.

Pursuant to the terms of the agreement, Mr. Nicholson received restricted stock and stock option grants under the 2011 Equity Incentive Plan in January 2016. We granted Mr. Nicholson 2.5 million shares of restricted Class A common stock that vests periodically based on continued employment over five years. In addition, we granted Mr. Nicholson 1.5 million shares of restricted Class A common stock that vests based on the achievement of performance goals, within a term of ten years, generally subject to his continued employment prior to the vesting date. In the event that the performance conditions are satisfied or a change in control of the Company occurs within six months following the termination of Mr. Nicholson's employment by the Company without cause or by Mr. Nicholson for good reason, Mr. Nicholson's performance-based restricted stock will vest to the same extent that it would have vested had Mr. Nicholson remained employed through the satisfaction of the performance conditions or the occurrence of the change in control. In addition, with respect to both the time and performance-based vesting restricted stock grants, in the event that a change in control of the Company occurs while Mr. Nicholson remains employed, any unvested outstanding restricted stock will vest in full, unless the administrator provides for a cash-out of the award, or the acquirer assumes or substitutes the award.

We also granted Mr. Nicholson nonqualified stock options to acquire 2 million shares of Class A common stock, with an exercise price of \$.10 per share. The stock options are subject to time-based vesting over five years. In the event that Mr. Nicholson's employment ceases within two years following a change in control as a result of a termination by the Company without cause or by Mr. Nicholson for good reason, the unvested outstanding stock options, or any deferred cash or property granted in substitution for such options, will vest in full. In the event of Mr. Nicholson's termination of employment by the Company without cause or a resignation by Mr. Nicholson for good reason, he will receive an additional 12 months service credit toward vesting of his time-based vesting restricted stock and stock options.

Jenna Lyons

Ms. Lyons entered into a second amended and restated employment agreement with us in July 2010 pursuant to which she has agreed to serve as Creative Director for five years beginning in December 2007, subject to automatic one-year renewals unless we or Ms. Lyons provide four months' written notice prior to the expiration of the current term. The agreement provides for a minimum annual base salary of \$675,000, which will be reviewed from time to time by us, and an annual cash incentive award with a target of 50% and a maximum of 100%, in each case, of base salary. In addition, the agreement provided for payment by the Company of a cash contract supplement of \$2,000,000 which was paid to Ms. Lyons in January 2008. The agreement also subjects Ms. Lyons to non-competition and non-solicitation covenants during her employment and for a period of 12 months following termination of employment for any reason (except that the non-competition covenant will not apply in the event Ms. Lyons' employment is terminated by the Company without cause, by Ms. Lyons for good reason or because the Company provides Ms. Lyons with written notice of our intention not to renew the employment agreement). In the event her employment is terminated without cause or for good reason, Ms. Lyons is entitled under the agreement to certain post-employment compensation, as detailed in a section that follows. In 2016, Ms. Lyons participated in the stock option re-pricing, and exchanged 4,128,300 of her time-based vesting stock options with an exercise price of \$0.25 per share, and 750,000 of her time-based vesting stock options with an exercise price of \$0.57 per share, for 1,830,450 vested stock options with an exercise price of \$0.10 per share and 3,047,850 unvested stock options with an exercise price of \$0.10 per share and an additional 4 year time-based vesting period. Ms. Lyons also exchanged 2,293,500 performance-based vesting stock options with an exercise price of \$0.25 per share, and 750,000 performance-based vesting stock options with an exercise price of \$0.57 per share, for 3,043,500 performance-based vesting stock options with an exercise price of \$0.10.

Libby Wadle

Ms. Wadle entered into an employment agreement with us pursuant to which she has agreed to serve as Executive Vice President—J.Crew for three years beginning in November 2011, subject to automatic one-year renewals unless we provide two months' written notice or Ms. Wadle provides four months' written notice, in each case, prior to the expiration of the current term. The agreement provides for a minimum annual base salary of \$700,000, which will be reviewed annually by us, and an annual cash incentive award with a target of 75% and a maximum of 187.5%, in each case, of base salary. The agreement also subjects Ms. Wadle to non-competition and non-solicitation covenants during her employment and for a period of 12 months following termination of employment for any reason (except that the non-competition covenant will not apply in the event Ms. Wadle's employment is terminated by the Company without cause or by Ms. Wadle for good reason). In the event her employment is terminated without cause, for good reason, or as a result of the Company's non-renewal of the agreement, Ms. Wadle is entitled under the agreement to certain post-employment compensation, as detailed in a section that follows. In 2016, Ms. Wadle participated in the stock option re-pricing, and exchanged 1,376,100 of her time-based vesting stock options with an exercise price of \$0.25 per share, and 500,000 of her time-based vesting stock options with an exercise price of \$0.57 per share, for 838,050 vested stock options with an exercise price of \$0.10 per share and 1,038,850 unvested stock options with an exercise price of \$0.10 per share and an additional 4 year time-based vesting period. Ms. Wadle also exchanged 1,376,100 performance-based vesting stock options with an exercise price of \$0.25 per share, and 500,000 performance-based vesting stock options with an exercise price of \$0.57 per share, for 1,876,100 performance-based vesting stock options with an exercise price of \$0.10.

Lynda Markoe

Ms. Markoe entered into a long-term incentive agreement with us in June 2014, pursuant to which she received a long-term cash incentive award provided she remains employed with us through the payment dates of each award. The agreement provides for a First Cash Incentive award of \$125,000 which was paid on June 10, 2014 and a Second Cash Incentive award of \$125,000 which was paid on June 1, 2015. If Ms. Markoe were terminated for cause or resigned from employment for any reason on or before May 31, 2016, she would have been obligated to repay us the full gross amount of the Second Cash Incentive. For purposes of the agreement, “cause” means, without limitation, unsatisfactory job performance, failure to comply with the Company’s policies and handbook, including but not limited to the Code of Ethics and Business Practices; indictment, conviction or admission of any crime involving dishonesty or moral turpitude; participation in any act of misconduct, insubordination or fraud against the Company; use of alcohol or drugs which interferes with her performance of her duties or compromises our integrity or reputation; and excessive absences from work other than as a result of disability. In 2016, Ms. Markoe participated in the stock option re-pricing, and exchanged 802,750 of her time-based vesting stock options with an exercise price of \$0.25 per share, and 250,000 of her time-based vesting stock options with an exercise price of \$0.57 per share, for 476,375 vested stock options with an exercise price of \$0.10 per share and 576,375 unvested stock options with an exercise price of \$0.10 per share and an additional 4 year time-based vesting period. Ms. Markoe also exchanged 802,750 performance-based vesting stock options with an exercise price of \$0.25 per share, and 250,000 performance-based vesting stock options with an exercise price of \$0.57 per share, for 1,052,750 performance-based vesting stock options with an exercise price of \$0.10.

GRANTS OF PLAN-BASED AWARDS—FISCAL 2016

The following table sets forth the non-equity and equity incentive awards and other equity awards granted to our Named Executive Officers for fiscal 2016.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(1)			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock(#)(2)	All Other Option Awards: Number of Underlying Securities Options(3)	Exercise or Base Price of Option Awards (\$/sh)	Grant Date Fair Value of Stock and Option Awards(4)
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)				
Millard Drexler	—	\$ 300,000	\$ 1,200,000	\$ 3,000,000	—	—	—	—	—	—	—
	6/29/16	—	—	—	—	—	—	—	20,068,262	\$ 0.10	\$ 0
Michael Nicholson	—	\$ 600,000	\$ 800,000	\$ 2,000,000	—	—	—	—	—	—	—
Jenna Lyons	—	\$ 250,000	\$ 1,000,000	\$ 2,500,000	—	—	—	—	—	—	—
	5/10/16	—	—	—	—	—	—	2,000,000	—	\$ 0.10	\$ 0
	6/29/16	—	—	—	—	—	—	—	7,921,800	\$ 0.10	\$ 0
Libby Wadle	—	\$ 212,500	\$ 850,000	\$ 2,125,000	—	—	—	—	—	—	—
	5/10/16	—	—	—	—	—	—	2,000,000	—	\$ 0.10	\$ 0
	6/29/16	—	—	—	—	—	—	—	3,752,200	\$ 0.10	\$ 0
Lynda Markoe	—	\$ 103,125	\$ 412,500	\$ 1,031,250	—	—	—	—	—	—	—
	5/10/16	—	—	—	—	—	—	1,000,000	—	\$ 0.10	\$ 0
	6/29/16	—	—	—	—	—	—	—	2,105,500	\$ 0.10	\$ 0

- (1) Represents possible payouts under the Company’s annual cash incentive plan for fiscal 2016. Amounts listed in the maximum column related to achievement of “Super Max” Adjusted EBITDA goal. Achievement of “Max” Adjusted EBITDA goals may result in payouts for Mr. Drexler, Mr. Nicholson, Ms. Lyons, Ms. Wadle, and Ms. Markoe of \$2,400,000; \$1,600,000, \$2,000,000; \$1,700,000; and \$825,000, respectively. Under the terms of his employment agreement, Mr. Nicholson’s annual bonus will not be less than \$600,000. See Summary Compensation Table for incentive award amounts actually to be paid.
- (2) Represents shares of restricted stock granted under the 2011 Equity Incentive Plan, of which half vest 25% annually, beginning on the second anniversary of the grant date, subject to continued employment, with an additional 12 months of service credited for vesting purposes upon a termination without cause or a resignation for good reason, and the other half vest based upon achievement of annual EBITDA of \$350M, subject to adjustment in good faith by the Committee to reflect future acquisitions and dispositions, and provided that the participant has remained in continuous employment from the grant date through the vesting date.
- (3) Represents option awards granted under the 2011 Equity Incentive Plan that were exchanged in the option re-pricing, and are either (i) vested and exercisable, (ii) scheduled to vest and become exercisable in four equal annual installments beginning on the date of the option re-pricing, subject to continued employment, and have a ten year term, or (iii) vest when certain owners of the Parent receive a specified level of cash proceeds, as defined in the equity incentive plan, from the sale of their initial investment.
- (4) These amounts represent the aggregate grant date fair value calculated in accordance with ASC 718—*Compensation—Stock Compensation*, excluding the effect of estimated forfeiture. For the award subject to performance conditions, the amount reflects the aggregate grant date fair value of the award based on the probable outcome of the performance conditions. The assumptions used in calculating these amounts are described in note 4, “Share-Based Compensation” to our consolidated financial statements.

OUTSTANDING EQUITY AWARDS AT FISCAL 2016 YEAR-END

The following table sets forth information regarding the outstanding awards under our long-term equity incentive plans held by our Named Executive Officers at the end of fiscal 2016.

	Option Awards(1)						Stock Awards				
	Original Grant Year	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable(2)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)(2)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares of Stock That Have Not Vested (#)(3)	Market Value of Shares of Stock That Have Not Vested (\$)(5)	Equity Incentive Plan Awards: Number of Unearned Shares or Other Rights That Have Not Vested (#)(4)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares or Other Rights That Have Not Vested (\$)(5)	
Millard Drexler	2016	6,020,479	6,020,478	8,027,305	0.10	6/29/26	—	—	—	—	
Michael Nicholson	2015	400,000	1,600,000	—	0.10	1/11/26	2,000,000	—	1,500,000	—	
Jenna Lyons	2016	1,830,450	3,047,850	3,043,500	0.10	6/29/26	1,000,000	—	1,000,000	—	
	2011	1,777,777	—	—	0.25	9/15/17	—	—	—	—	
	Total	3,608,227	3,047,850	3,043,500	—	—	1,000,000	—	1,000,000	—	
Libby Wadle	2016	838,050	1,038,050	1,876,100	0.10	6/29/26	1,000,000	—	1,000,000	—	
Lynda Markoe	2016	476,375	576,375	1,052,750	0.10	6/29/26	500,000	—	500,000	—	

(1) Represents (i) stock options awarded to Ms. Lyons prior to the Acquisition, which were rolled over into vested options of Parent, effective March 7, 2011, (ii) stock options that were granted to Mr. Nicholson on January 11, 2016 in connection with his hiring, and (iii) stock options that were subject to re-pricing in June 2016. All Named Executive Officers (except Mr. Nicholson) participated in the stock option re-pricing offer and, in June 2016, stock options held by Mr. Drexler, My. Lyons, Ms. Wadle, and Ms. Markoe were exchanged for stock options with a \$0.10 per share exercise price and, in the case of time-based vesting stock options, an extended vesting schedule, as described above. See *Named Executive Officer Employment Agreements*.

The options previously granted were exchanged for re-priced options granted on June 29, 2016, which have an exercise price of \$0.10 per share and vest as follows:

	Vested Time-Based Stock Options	Unvested Time-Based Stock Options	Performance Vesting Stock Options
Drexler	6,020,479 time-based options fully-vested as of grant date	6,020,478 options vesting 25% annually beginning on 6/29/17	8,027,305 options with performance-based vesting
Lyons	1,830,450 time-based options fully vested as of grant date	3,047,850 options vesting 25% annually beginning on 6/29/17	3,043,500 options with performance-based vesting
Wadle	838,050 time-based options, fully-vested as of grant date	1,038,050 options vesting 25% annually beginning on 6/29/17	1,876,100 options with performance-based vesting
Markoe	476,375 time-based options fully-vested as of grant date	576,375 options vesting 25% annually beginning on 6/29/17	1,052,750 options with performance-based vesting

The options granted to Mr. Nicholson on January 11, 2016 have an exercise price of \$0.10 per share and vest 20% annually beginning on 1/11/17.

(3) Represents shares of restricted stock granted to Mr. Nicholson and to each of Ms. Lyons, Ms. Wadle, and Ms. Markoe, on January 11, 2016 and May 10, 2016, respectively, that in Mr. Nicholson's case vest as to 20% of the shares annually beginning on the first anniversary of the grant date, generally subject to continued employment on each vesting date, with an additional 12 months of service credited for vesting purposes upon a termination without cause or resignation for good reason and in Ms. Lyons, Ms. Wadle, and Ms. Markoe's cases vest as to 25% of the shares annually beginning on the second anniversary of the grant date, generally subject to continued employment on each vesting date.

- (4) Represents shares of restricted stock granted to Mr. Nicholson and to each of Ms. Lyons, Ms. Wadle, and Ms. Markoe, on January 11, 2016 and May 10, 2016, respectively that will vest upon achievement by the Company of a specified financial performance goal (with full vesting on a change in control), generally subject to continued employment through the vesting date. If the performance condition is not achieved within ten years, the entire award will be forfeited.
- (5) The market value of a share of our Class A common stock as of the last business day of fiscal 2016 was \$0.00.

OPTION EXERCISES AND STOCK VESTED—FISCAL 2016

In January 2017, Mr. Nicholson vested in 500,000 shares of restricted stock. There was no other vesting of stock and there were no option exercises by the Named Executive Officers during fiscal 2016.

POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE IN CONTROL

As described above under Employment Agreements, we have employment agreements with Mr. Drexler, Mr. Nicholson, Ms. Lyons and Ms. Wadle under which we are required to pay severance benefits in connection with certain terminations of employment. Mr. Drexler's stock option award agreement also provides for accelerated vesting of all his options in connection with a termination of his employment at any time by us without cause (as defined in the award agreement) or by Mr. Drexler for good reason (as defined in the award agreement) and accelerated vesting of a portion of his options in connection with a termination of his employment by us by reason of his death or disability (as defined in the award agreement). In addition, the stock option award agreements held by our other Named Executive Officers provide for the accelerated vesting of their time-based options in connection with a termination of employment by us without cause (as defined in the award agreement) or by the executive for good reason (as defined in the award agreement) within two years following a change in control. Mr. Drexler's stock option award agreement also provides for accelerated vesting of his time-based options in connection with a change in control. Mr. Nicholson's restricted stock awards provide for accelerated vesting in connection with a change in control, provided that the acquirer does not assume or substitute such awards. Ms. Markoe is not party to an employment agreement with us, but we may agree to pay severance benefits in connection with a termination of her employment. The following is a description of the severance, termination and change in control benefits payable to each of our Named Executive Officers pursuant to their respective agreements and our equity incentive plans as in effect during fiscal 2016. This disclosure assumes the applicable triggering date occurred on January 28, 2017, the last business day of our 2016 fiscal year.

For these purposes, "change in control" is generally defined as (a) any change in the ownership of the capital stock of Parent if, immediately after giving effect thereto, any person (or group of persons acting in concert) other than TPG and LGP and their affiliates will have the direct or indirect power to elect a majority of the members of the board of directors of Parent; (b) any change in the ownership of the capital stock of Parent if, immediately after giving effect thereto, TPG and LGP and their affiliates own less than 25% (33% in the case of Mr. Drexler) of the outstanding shares of Parent (taking into account options, warrants or convertible securities which may be exercised, converted or exchanged into shares), or (c) the sale of all or substantially all of the assets of the Parent and its subsidiaries.

Millard Drexler

Pursuant to the employment agreement between us and Mr. Drexler, executed on March 7, 2011 (the "Drexler Agreement"), the payments and/or benefits we agreed to pay or provide to Mr. Drexler upon a termination of his employment vary depending on the reason for such termination.

We may terminate Mr. Drexler's employment with us upon his disability, which is generally defined in the Drexler Agreement as Mr. Drexler's inability to perform his duties for a period of six consecutive months or for 180 days within any 365 day period as a result of his incapacity due to physical or mental illness. In addition, we may terminate Mr. Drexler's employment for cause or at any time without cause. For these purposes, "cause" is generally defined under the Drexler Agreement as Mr. Drexler's (a) willful and continued failure to substantially perform his duties, after written demand for substantial performance by our Board; (b) willful engagement in illegal conduct or gross misconduct which is materially and demonstrably injurious to us; or (c) breach of the non-solicitation, non-competition and confidential information obligations described below.

Mr. Drexler may terminate his employment with us with good reason or at any time, upon at least three months' advance written notice, without good reason. For these purposes, "good reason" is generally defined under the Drexler Agreement as (a) the diminution of, or appointment of anyone other than Mr. Drexler to serve in or handle, his positions, authority, duties, and responsibilities without his consent; (b) any purported termination of his employment by us for a reason or in a manner not expressly permitted by the Drexler Agreement; (c) relocation of more than 50 miles of Mr. Drexler's principal work location; (d) material breach of the Drexler Agreement by us; or (e) removal of Mr. Drexler from the Board.

In addition, Mr. Drexler's employment will terminate upon his death or in the event either party provides notice to the other party not to renew the Drexler Agreement at least 90 days prior to the expiration of its term.

If Mr. Drexler's employment with us is terminated (i) as a result of his death, disability or either party's failure to renew the term, (ii) by us for cause, or (iii) by Mr. Drexler without good reason, then Mr. Drexler will only be entitled to any accrued but unpaid salary, accrued but unused vacation, and any un-reimbursed expenses, in each case through the date of his termination.

If we terminate Mr. Drexler's employment without cause or he terminates his employment with good reason, Mr. Drexler will be entitled to receive (i) a payment of his earned but unpaid annual base salary through the termination date, any accrued vacation pay and any un-reimbursed expenses, and (ii) subject to Mr. Drexler's execution of a valid general release and waiver of claims against us, as well as his compliance with the non-competition, non-solicitation and confidential information restrictions described below, (a) a payment equal to his annual base salary and target cash incentive award, one-half of such payment to be paid on the first business day that is six months and one day following the termination date and the remaining one-half of such payment to be paid in six equal monthly installments commencing on the first business day of the seventh calendar month following the termination date, (b) a payment equal to the pro-rated amount of any annual cash incentive award that he would have otherwise received, based on actual performance, for the fiscal year in which he was terminated, such amount to be paid when annual bonuses are generally paid but in any event no later than the date that is 2.5 months following the end of the year in which the termination date occurs, and (c) the immediate vesting of all then outstanding equity awards previously granted to Mr. Drexler.

In addition, upon any termination of Mr. Drexler's employment with us, Mr. Drexler will be entitled to any benefit or right under the Company employee benefit plans in which he is vested (except for any additional severance or termination payments). At this time, Mr. Drexler is not vested in any benefits or rights under our employee benefit plans.

In addition, pursuant to the Drexler Agreement, in the event that any payment or benefit provided to Mr. Drexler under the Drexler Agreement or under any other plan, program or arrangement of ours in connection with a change in control (as defined in Section 280G of the Code) becomes subject to the excise taxes imposed by Section 4999 of the Code, Mr. Drexler will be entitled to receive a "gross-up" payment in connection with any such excise taxes. We have also agreed to purchase and maintain, at our own expense, directors and officers liability insurance providing coverage for Mr. Drexler for the six year period following his termination of employment in the same amount as our other executive officers and directors.

Pursuant to the Drexler Agreement, for the two year period following the termination of Mr. Drexler's employment, Mr. Drexler has agreed not to solicit or hire any of our associates. In addition, Mr. Drexler has agreed that, for the one year period following his termination of employment, he will not compete with us in the retail apparel business in any geographic area in which we are engaged in such business. Mr. Drexler is also subject to standard non-disclosure of confidential information restrictions.

Michael Nicholson

Pursuant to the employment agreement between us and Mr. Nicholson, dated December 3, 2015 (the "Nicholson Agreement"), the payments and/or benefits we have agreed to pay or provide Mr. Nicholson on a termination of his employment vary depending on the reason for such termination.

Pursuant to the Nicholson Agreement, we may terminate Mr. Nicholson's employment upon his disability, which is generally defined in the Nicholson Agreement as Mr. Nicholson's inability to perform his duties for a 90 day period as a result of his incapacity due to physical or mental illness. The Nicholson Agreement provides that if Mr. Nicholson's employment is terminated due to death or disability, he will be entitled to (i) the annual bonus earned for the fiscal year immediately prior to his termination date (to the extent not yet paid), (ii) the annual bonus, if any, to which he would otherwise have been entitled for the fiscal year of his death or disability based on actual performance, pro-rated for the period completed as of the date of his death or disability, and (iii) full vesting of time-based equity awards, pro-rated for the period completed as of the date of his death or disability.

In addition, we may terminate Mr. Nicholson's employment for cause or at any time without cause. For these purposes, "cause" is generally defined under the Nicholson Agreement as Mr. Nicholson's (a) indictment for a felony or any crime involving moral turpitude or being charged or sanctioned by the federal or state government or governmental authority or agency with violations of securities laws, or having been found by any court or governmental authority or agency to have committed any such violation except in the event that Mr. Nicholson is found to be "not guilty" by a court or the charges are dismissed or reduced to a misdemeanor; (b) willful misconduct or gross negligence in connection with his performance of duties; (c) willful and material breach of the Nicholson Agreement, including without limitation, his failure to perform his duties and responsibilities (provided that he be given written notice and has 30 days to cure to the extent such violation is reasonably susceptible to cure); (d) fraudulent act or omission by Mr. Nicholson adverse to our reputation; (e) disclosure of any confidential information to persons not authorized to know such information; or (f) his violation of or failure to comply with any material Company policy or any legal or regulatory obligations or requirements, including without limitation, our Code of Ethics and Business Practices or any legal or regulatory obligations or requirements (provided that he has 30 days to cure to the extent such violation is reasonably susceptible to cure). Furthermore, if subsequent to the termination of Mr. Nicholson's employment it is determined that he could have been terminated for cause, Mr. Nicholson's employment, at our election, shall be deemed to have been terminated for cause, in which event we would be entitled to immediately cease providing any severance benefits described below and to recover any severance benefits previously paid to Mr. Nicholson.

Pursuant to the Nicholson Agreement, Mr. Nicholson may terminate his employment with us for good reason, or without good reason upon at least two months' advance notice. For these purposes, "good reason" is generally defined under the Nicholson Agreement as either (a) any action by us that results in a material and continuing diminution of Mr. Nicholson's duties or responsibilities as President and Chief Operating Officer, including a change such that he will no longer report directly to the Chief Executive Officer or have the Chief Financial Officer of the Company report to him; or (b) a reduction of more than 10% by us of Mr. Nicholson's base salary or annual cash incentive award opportunity as in effect from time to time, (c) a relocation of more than 25 miles of his principal place of employment, or (d) a change in control, provided Mr. Nicholson must remain employed for up to 12 months if requested by the acquirer following a change in control; in each case without Mr. Nicholson's written consent. Mr. Nicholson's employment will also terminate upon his death.

Pursuant to the Nicholson Agreement, if Mr. Nicholson's employment with us is terminated (i) by us without cause or (ii) by Mr. Nicholson for good reason, then Mr. Nicholson will be entitled to, subject to his execution of a valid general release and waiver of any claims he may have against us, (a) continued payment of base salary and continued medical benefits for a period of one year, (b) the annual bonus earned for the fiscal year immediately prior to his termination date (to the extent not yet paid), (c) an amount equal to his target annual bonus, (d) the annual bonus, if any, to which he would otherwise have been entitled for the fiscal year of his employment termination based on actual performance, pro-rated for the period completed prior to such employment termination, (e) an additional 12 months' service credit with respect to vesting of time-based equity awards, and (f) in the event that the applicable performance conditions are satisfied or a change in control transaction occurs within six months following termination, performance-based equity awards shall vest to the extent they would have if Mr. Nicholson had remained employed with the Company through the satisfaction of such performance conditions or the date of the change in control, as applicable. In addition, following termination of Mr. Nicholson's employment by the Company without cause or for good reason within two years following a change in control transaction, all of the outstanding stock options awards subject to time-based vesting conditions shall vest.

Amounts payable to Mr. Nicholson as a result of termination by us without cause or by Mr. Nicholson with good reason, may be deferred and accumulated for six months, then paid in a lump-sum on the first day of the seventh month following termination, if required for compliance with the deferred compensation rules under Section 409A of the Code.

Pursuant to the Nicholson Agreement, Mr. Nicholson has agreed that, for the 12 month period following termination of his employment (other than a termination by us without cause or by Mr. Nicholson for good reason), he will not engage in or perform services for certain competitive entities in the retail, mail order and Internet apparel and accessories business or solicit any of our customers or suppliers. In addition, for the 18 month period following the termination of his employment for any reason, Mr. Nicholson has agreed not to solicit or hire any of our associates. Mr. Nicholson is also subject to standard non-disclosure of confidential information and non-disparagement restrictions.

Jenna Lyons

Pursuant to the second amended and restated employment agreement between us and Ms. Lyons, dated July 15, 2010 (the "Lyons Agreement"), the payments and/or benefits we have agreed to pay or provide Ms. Lyons on a termination of her employment vary depending on the reason for such termination.

Pursuant to the Lyons Agreement, we may terminate Ms. Lyons' employment with us upon her disability, which is generally defined in the Lyons Agreement as Ms. Lyons' inability to perform her duties for a 90 day period as a result of her incapacity due to physical or mental illness and failure to return to work within 30 days of notice by the Company. In addition, we may terminate Ms. Lyons' employment for cause or at any time without cause. For these purposes, "cause" is generally defined under the Lyons Agreement as Ms. Lyons' (a) indictment for a felony or any crime involving moral turpitude or being charged or sanctioned by the federal or state government or governmental authority or agency with violations of securities laws, or having been found by any court or governmental authority or agency to have committed any such violation; (b) willful misconduct or gross negligence in connection with her performance of duties; (c) willful and material breach of the Lyons Agreement, including without limitation, her failure to perform her duties and responsibilities (provided that she be given written notice and has 30 days to cure to the extent such violation is reasonably susceptible to cure); (d) fraudulent act or omission by Ms. Lyons adverse to our reputation; (e) disclosure of any confidential information to persons not authorized to know such information; or (f) her violation of or failure to comply with any material Company policy or any legal or regulatory obligations or requirements, including without limitation, our Code of Ethics and Business Practices or any legal or regulatory obligations or requirements (provided that she has 30 days to cure to the extent such violation is reasonably susceptible to cure). Furthermore, if subsequent to the termination of Ms. Lyons' employment it is determined that she could have been terminated for cause, Ms. Lyons' employment, at our election, shall be deemed to have been terminated for cause, in which event we would be entitled to immediately cease providing any severance benefits described below and to recover any severance benefits previously paid to Ms. Lyons.

Pursuant to the Lyons Agreement, Ms. Lyons may terminate her employment with us with good reason or at any time, upon at least two months' advance notice, without good reason. For these purposes, "good reason" is generally defined under the Lyons Agreement as either (a) any action by us that results in a material and continuing diminution of Ms. Lyons' duties or responsibilities, including an adverse change in her title from Creative Director or a change such that she will no longer report directly to the Chief Executive Officer; or (b) a material reduction by us of Ms. Lyons' base salary or annual cash incentive award opportunity as in effect from time to time, or (c) a relocation of more than 50 miles of her principal place of employment, in each case without Ms. Lyons' written consent. Ms. Lyons' employment will also terminate upon her death.

Pursuant to the Lyons Agreement, if Ms. Lyons' employment with us is terminated (i) by us without cause or (ii) by Ms. Lyons with good reason, then Ms. Lyons will be entitled to, subject to her execution of a valid general release and waiver of any claims she may have against us and her continued compliance with the post-employment restrictive covenants to which she is subject, (a) continued payment of base salary and continued medical benefits for a period of one year following her termination date and (b) a lump sum in an amount equal to the annual cash incentive award that she received for the fiscal year prior to her termination. However, Ms. Lyons' right to the continuation of her base salary and medical benefits for one year following the termination of her employment will cease, respectively, upon the date that she becomes employed by a new employer or otherwise begins providing services for another entity and the date she becomes eligible for coverage under another group health plan; provided that if the cash compensation she receives from her new employer or otherwise is less than her base salary in effect immediately prior to her termination date, she will be entitled to receive the difference between her base salary and her new amount of cash compensation during the remainder of the severance period. In addition, if Ms. Lyons' employment with us is terminated for any reason, Ms. Lyons will also be entitled to any earned but unpaid base salary.

Amounts payable to Ms. Lyons as a result of termination by us without cause or by Ms. Lyons with good reason, may be deferred and accumulated for six months, then paid in a lump-sum on the first day of the seventh month following termination, if required for compliance with the deferred compensation rules under Section 409A of the Code.

Pursuant to the Lyons Agreement, Ms. Lyons has agreed that, for the 12 month period following the termination of her employment (other than a termination by us without cause, by Ms. Lyons with good reason, or as a result of our election not to renew the employment period), she will not engage in or perform services for certain competitive entities in the retail, mail order and Internet apparel and accessories business within a 100 mile radius of any of our store locations or in the same area as we direct our mail order operations or solicit any of our customers or suppliers. In addition, for the 12 month period following the termination of her employment for any reason, Ms. Lyons has agreed not to solicit or hire any of our associates. Ms. Lyons is also subject to standard non-disclosure of confidential information and non-disparagement restrictions.

Libby Wadle

Pursuant to the Letter Agreement between us and Ms. Wadle, dated November 28, 2011 (the "Wadle Agreement"), the payments and/or benefits we have agreed to pay or provide Ms. Wadle on a termination of her employment vary depending on the reason for such termination.

Pursuant to the Wadle Agreement, we may terminate Ms. Wadle's employment with us upon her disability, which is generally defined in the Wadle Agreement as Ms. Wadle's inability to perform her duties for a 90 day period as a result of her incapacity due to physical or mental illness or injury and failure to return to work within 30 days of receiving notice from the Company. In addition, we may terminate Ms. Wadle's employment for cause or at any time without cause. For these purposes, "cause" is generally defined under the Wadle Agreement as Ms. Wadle's (a) indictment for a felony or any crime involving moral turpitude or being charged or sanctioned by the federal or state government or governmental authority or agency with violations of applicable laws, or having been found by any court or governmental authority or agency to have committed any such violation; (b) willful misconduct or gross negligence in connection with her performance of duties; (c) willful and material breach of the Wadle Agreement, including without limitation, her failure to perform her duties and responsibilities thereunder (provided that she be given written notice and has 30 days to cure to the extent such violation is reasonably susceptible to cure); (d) fraudulent act or omission adverse to our reputation; (e) willful disclosure of any confidential information to persons not authorized to know such information; or (f) her violation of or failure to comply with any material Company policy or any legal or regulatory obligations or requirements, including without limitation, our Code of Ethics and Business Practices or any legal or regulatory obligations or requirements (provided that she has 30 days to cure to the extent such violation is reasonably susceptible to cure). Furthermore, if subsequent to the termination of Ms. Wadle's employment it is determined that she could have been terminated for cause, Ms. Wadle's employment, at our election, shall be deemed to have been terminated for cause, in which event we would be entitled to immediately cease providing any severance benefits described below and to recover any severance benefits previously paid to Ms. Wadle.

Pursuant to the Wadle Agreement, Ms. Wadle may terminate her employment with us with good reason or at any time, upon at least two months' advance notice, without good reason. For these purposes, "good reason" is generally defined under the Wadle Agreement as (a) any action by us that results in a material and continuing diminution of Ms. Wadle's duties or responsibilities (including, without limitation, an adverse change in Ms. Wadle's title or a change such that she no longer reports directly to the CEO), (b) a reduction by us of Ms. Wadle's base salary or annual cash incentive award opportunity as in effect from time to time, or (iii) a relocation of more than 50 miles of her principal place of employment, in each case without Ms. Wadle's written consent. Ms. Wadle's employment will also terminate upon her death.

Pursuant to the Wadle Agreement, if Ms. Wadle's employment with us is terminated (i) by us without cause (ii) by Ms. Wadle with good reason or (iii) by us as a result of non-renewal of the agreement, then Ms. Wadle will be entitled to, subject to her execution of a valid general release and waiver of any claims she may have against us and her continued compliance with the post-employment restrictive covenants to which she is subject, (a) continued payment of base salary and continued medical benefits (which may consist of our reimbursement of COBRA payments) for a period of 12 months following her termination date; (b) her annual bonus for the preceding year to the extent not yet paid; and (c) a lump sum in an amount equal to the pro-rated amount of any annual cash incentive award that she would have otherwise received, based on actual performance, for the fiscal year in which she was terminated. However, except in the event Ms. Wadle is terminated in the 24 months following a change in control, Ms. Wadle's right to the continuation of her base salary and medical benefits for 12 months following the termination of her employment will cease, respectively, upon the date that she becomes employed by a new employer or otherwise begins providing services for another entity and the date she becomes eligible for coverage under another group health plan, provided that if the cash compensation she receives from her new employer or otherwise is less than her base salary in effect immediately prior to her termination date, she will be entitled to receive the difference between her base salary and her new amount of cash compensation during the remainder of the severance period. In addition, if Ms. Wadle's employment with us is terminated for any reason, Ms. Wadle will also be entitled to any earned but unpaid salary.

Amounts payable to Ms. Wadle as a result of termination by us without cause or by Ms. Wadle with good reason, may be deferred and accumulated for six months, then paid in a lump-sum on the first day of the seventh month following termination, if required for compliance with the deferred compensation rules under Section 409A of the Code.

Pursuant to the Wadle Agreement, Ms. Wadle has agreed that, for the 12 month period following the termination of her employment (other than a termination by us without cause, by Ms. Wadle with good reason or as a result of our election not to renew the employment period), she will not engage in or perform services for any entity in the retail, mail order and Internet specialty apparel and accessories business within a 100 mile radius of any of our store locations or in the same area as we direct our mail order operations or solicit any of our customers or suppliers. In addition, for the 12 month period following the termination of her employment for any reason, Ms. Wadle has agreed not to solicit or hire any of our associates. Ms. Wadle is also subject to standard non-disclosure of confidential information restrictions.

Lynda Markoe

We have not entered into a written employment agreement with Ms. Markoe. In the event of her termination of employment by the Company, it will be within the Company's sole discretion whether to pay any severance benefits. The Company may choose to pay Ms. Markoe severance taking into account her level and tenure with the Company, based on practices that may be in effect with respect to senior executives from time to time. In that regard, if the Company had terminated Ms. Markoe's employment at the end of fiscal 2016, it is likely that she would have received (a) continued payment of base salary for a period of up to 52 weeks (but ceasing if she became employed by or provided services to any other entity), (b) 50% of her actual bonus, if any, for the 2016 fiscal year, and (c) if so elected by Ms. Markoe, outplacement assistance. The provision of such payments and benefits would be subject to the requirement that Ms. Markoe execute (and not revoke) a general release of claims in favor of the Company.

Equity Plan

None of the options to purchase shares of our common stock held by our Named Executive Officers and granted under our 2011 Equity Incentive Plan will vest solely because of a "change in control." However, stock options and/or, except with respect to Mr. Nicholson, restricted shares granted to our Named Executive Officers under the plan may provide for the acceleration of the vesting schedule in the event of the termination by us of a Named Executive Officer's employment without cause or the termination by the Named Executive Officer for good reason within two years following a change in control. Unvested shares of restricted stock held by Mr. Nicholson will fully vest upon a change in control.

In addition, in the event of (i) a consolidation, merger or similar transaction or series of related transactions, including a sale or disposition of stock, in which Parent is not the surviving corporation or which results in the acquisition of all or substantially all of Parent's then outstanding common stock by a single person or entity or by a group of persons and/or entities acting in concert, (ii) a sale of all or substantially all of Parent's assets, (iii) a change in control as defined in the Management Stockholders Agreement, or (iv) a dissolution or liquidation of Parent, the compensation committee of Parent has the right, in its discretion, to cancel all outstanding equity awards (whether vested or unvested) and, in full consideration of such cancellation, pay to the holder of such award an amount in cash, for each share of common stock subject to the award, equal to, (A) with respect to an option, the excess of (x) the value, as determined by the Committee, of securities and property (including cash) received by ordinary stockholders as a result of such event over (y) the exercise price of such option or (B) with respect to restricted shares, the value, as determined by the Committee, of securities and property (including cash) received by the ordinary stockholders as a result of such event.

If any of the events described above had occurred on January 28, 2017 and the Committee exercised its discretion to cash-out each outstanding and unvested equity award (including performance-based awards) held by the Named Executive Officers as of such date, then each Named Executive Officer would have received an amount equal to the amount disclosed with respect to such Named Executive Officer in "Equity-Based Incentive Compensation" row of the tables below. For purposes of this calculation, we have assumed that the value per share received in connection with such event would be equal to \$0.00 per share for Class A common stock, which was the valuation of this class of stock on the last business day of our fiscal year 2016.

The following tables estimate the amounts that would be payable to our Named Executive Officers if their employment terminated on January 28, 2017 and a change in control occurred on such date.

Millard Drexler

	Termination by (i) Executive Without Good Reason, (ii) by Executive's Notice of Non-Renewal or (iii) by Company for Cause	Termination (i) by the Company without Cause, or (ii) by Executive for Good Reason(1)	Death/ Disability	Termination as a result of Company Notice of Non-Renewal	Change in Control-Termination of Employment by the Company without Cause or by Executive for Good Reason(1)
Cash Severance	—	\$ 2,000,000(2)	—	—	\$ 2,000,000(2)
Equity-Based Incentive Compensation	—	\$ —(3)	—	—	\$ —(3)
Other Benefits/ Tax Gross-Ups	—	—	—	—	\$ —(4)

- (1) All severance payments and benefits payable to our Named Executive Officers upon a termination of employment by us without cause or by the executive with good reason are subject to the Named Executive Officer's execution of a valid general release and waiver of all claims against the Company and compliance with applicable non-competition, non-solicitation and confidential information restrictions.
- (2) Represents amount equal to (i) Mr. Drexler's base salary (\$200,000) and target cash incentive award (\$1,200,000) (one half of such payment to be paid on the first business day that is six months and one day following the assumed termination date and the remaining one half of such payment to be paid in six equal monthly installments commencing on the first business day of the seventh calendar month following such date) and (ii) pro-rated lump sum payment of any annual cash incentive award he would have otherwise received for fiscal 2016 (which was \$600,000 for fiscal 2016).
- (3) Represents an amount equal to the number of shares underlying all of Mr. Drexler's unvested stock options as of January 28, 2017 multiplied by the spread between the valuation of the applicable class of common stock as of that date and the applicable exercise price of each stock option. Because the exercise price of each stock option is above the assumed fair market value of \$0.00 per share of common stock, no value would be attributable to Mr. Drexler's unvested stock options.
- (4) Represents the estimated amount of the "gross-up" payment that Mr. Drexler would be entitled to receive in connection with any excise taxes imposed by Section 4999 of the Code as a result of a change in control (as defined by Section 280G of the Code). Since the Company was privately-owned as of January 28, 2017, no such gross-up payment would have been made.

Michael Nicholson

	Termination by (i) Executive Without Good Reason, (ii) by Executive's Notice of Non-Renewal or (iii) by Company for Cause	Termination (i) by the Company without Cause, or (ii) by Executive for Good Reason(1)	Death/ Disability	Change in Control	Termination as a result of Company Notice of Non-Renewal	Change in Control-Termination of Employment by the Company without Cause or by Executive for Good Reason(1)
Cash Severance	—	\$ 2,243,836(2)	—	—	—	\$ 2,243,836(2)
Equity-Based Incentive Compensation	—	—(3)	—	—(5)	—	\$ —(6)
Other Benefits/Tax Gross-Ups	—	\$ 21,252(4)	—	—	—	—

- (1) All severance payments and benefits payable to our Named Executive Officers upon a termination of employment by us without cause or by the executive with good reason are subject to the Named Executive Officer's execution of a valid general release and waiver of all claims against the Company and compliance with applicable non-competition, non-solicitation and confidential information restrictions.
- (2) Represents amount equal to (i) continued payment of base salary (\$800,000) for one year following termination and (ii) the annual cash incentive award earned for the fiscal year immediately prior to the fiscal year which includes the assumed termination date (which was \$43,836 for fiscal 2015) to the extent not yet paid, (iii) an amount equal to Mr. Nicholson's target annual cash incentive award (\$800,000), and (iv) the pro-rata annual cash incentive award for the fiscal year in which Mr. Nicholson's termination of employment occurs (which was \$600,000 for fiscal 2016).
- (3) Represents an amount equal to (a) the number of shares underlying Mr. Nicholson's unvested time-based stock options as of January 28, 2017 that would have vested in the 12 months following the termination date, multiplied by the spread between the valuation of the applicable class of common stock as of that date and the applicable exercise price of each stock option and (b) the number of shares underlying Mr. Nicholson's unvested time-based restricted stock as of January 28, 2017 that would have vested in the 12 months following the termination date and unvested performance-based restricted stock as of January 28, 2017, multiplied by the valuation of the applicable class of common stock as of that date. Because the exercise price of each stock option is above the assumed fair market value of \$0.00 per share of common stock, no value would be attributable to Mr. Nicholson's unvested stock options.
- (4) Represents an amount equal to the Company's total COBRA cost for Mr. Nicholson to continue coverage under the Company's health insurance plan for one year assuming that Mr. Nicholson did not obtain other employment during that period.
- (5) Represents an amount equal to the number of shares underlying Mr. Nicholson's unvested restricted stock as of January 28, 2017 multiplied by the valuation of the applicable class of common stock as of that date.
- (6) Represents an amount equal to the number of shares underlying all of (a) Mr. Nicholson's unvested stock options as of January 28, 2017 multiplied by the spread between the valuation of the applicable class of common stock as of that date and the applicable exercise price of each stock option and (b) Mr. Nicholson's unvested restricted stock as of January 28, 2017 multiplied by the valuation of the applicable class of common stock as of that date. Because the exercise price of each stock option is above the assumed fair market value of \$0.00 per share of common stock, no value would be attributable to Mr. Nicholson's unvested stock options.

enna Lyons

	Termination by (i) Executive Without Good Reason, (ii) by Executive's Notice of Non-Renewal or (iii) by Company for Cause	Termination (i) by the Company without Cause, or (ii) by Executive for Good Reason(1)	Death/ Disability	Termination as a result of Company Notice of Non-Renewal	Change in Control-Termination of Employment by the Company without Cause or by Executive for Good Reason(1)
Cash Severance	—	\$ 1,000,000(2)	—	—	\$ 1,000,000(2)
Equity-Based Incentive Compensation	—	—	—	—	\$ —(3)
Other Benefits/Tax Gross-Ups	—	\$ 11,954(4)	—	—	—

- (1) All severance payments and benefits payable to our Named Executive Officers upon a termination of employment by us without cause or by the executive with good reason are subject to the Named Executive Officer's execution of a valid general release and waiver of all claims against the Company and compliance with applicable non-competition, non-solicitation and confidential information restrictions.
- (2) Represents amount equal to (i) continued payment of base salary (\$1,000,000) for one year following termination assuming that Ms. Lyons does not obtain other paid employment during that period and (ii) a lump sum payment equal to the annual cash incentive award, if any, that she received for the fiscal year ended prior to the fiscal year which includes the assumed termination date (which was \$0 for fiscal 2015).
- (3) Represents an amount equal to the number of shares underlying all of Ms. Lyons' unvested stock options as of January 28, 2017 multiplied by the spread between the valuation of the applicable class of common stock as of that date and the applicable exercise price of each stock option. Because the exercise price of each stock option is above the assumed fair market value of \$0.00 per share of common stock, no value would be attributable to Ms. Lyons' unvested stock options.
- (4) Represents an amount equal to the Company's total COBRA cost for Ms. Lyons to continue coverage under the Company's health insurance plan for one year assuming that Ms. Lyons did not obtain other employment during that period.

Libby Wadle

	Termination by (i) Executive Without Good Reason, (ii) by Executive's Notice of Non-Renewal or (iii) by Company for Cause	Termination (i) by the Company without Cause, or (ii) by Executive for Good Reason(1)	Death/ Disability	Termination as a result of Company Notice of Non-Renewal	Change in Control-Termination of Employment by the Company without Cause or by Executive for Good Reason(1)
Cash Severance	—	\$ 1,190,000(2)	—	—	\$ 1,190,000(2)
Equity-Based Incentive Compensation	—	—	—	—	\$ —(3)
Other Benefits/Tax Gross-Ups	—	\$ 21,252(4)	—	—	—

- (1) All severance payments and benefits payable to our Named Executive Officers upon a termination of employment by us without cause or by the executive with good reason are subject to the Named Executive Officer's execution of a valid general release and waiver of all claims against the Company and compliance with applicable non-competition, non-solicitation and confidential information restrictions.
- (2) Represents amount equal to (i) continued payment of base salary (\$850,000) for one year following termination assuming that Ms. Wadle does not obtain other paid employment during that period and (ii) pro-rated lump sum payment of any annual cash incentive award that she would have otherwise received for fiscal 2016 (which was \$340,000 for fiscal 2016).
- (3) Represents an amount equal to the number of shares underlying all of Ms. Wadle's unvested stock options as of January 28, 2017 multiplied by the spread between the valuation of the applicable class of common stock as of that date and the applicable exercise price of each stock option. Because the exercise price of each stock option is above the assumed fair market value of \$0.00 per share of common stock, no value would be attributable to Ms. Wadle's unvested stock options.
- (4) Represents an amount equal to the Company's total COBRA cost for Ms. Wadle to continue coverage under the Company's health insurance plan for one year assuming that Ms. Wadle did not obtain other employment during that period.

Lynda Markoe

	Qualified Termination by the Company (1)	Death/ Disability	Change in Control-Termination of Employment by the Company without Cause or by Executive for Good Reason
Cash Severance	\$ 653,125(2)	—	—
Equity-Based Incentive Compensation	—	—	\$ —(3)
Other Benefits/Tax Gross-Ups	—	—	—

- (1) The payment of severance of benefits is within the sole discretion of the Company and, if paid, would be subject to the Named Executive Officer's execution of a valid general release of all claims against the Company.
- (2) The amount of severance benefits, if any, would be determined by the Company taking into account Ms. Markoe's level and tenure with the Company, based on practices that may be in effect with respect to senior executives from time to time. The stated amount represents an estimate of what would likely have been paid to Ms. Markoe had she terminated employment at the end of 2016 fiscal year, equal (i) continued payment of base salary (\$550,000) for 52 weeks following termination of employment assuming that Ms. Markoe does not obtain other paid employment during that period and (ii) 50% of any annual cash incentive award she would have otherwise received for fiscal 2016 (which was \$206,250 for fiscal 2016).
- (3) Represents an amount equal to the number of shares underlying all of Ms. Markoe's unvested stock options as of January 28, 2017 multiplied by the spread between the valuation of the applicable class of common stock as of that date and the applicable exercise price of each stock option. Because the exercise price of each stock option is above the assumed fair market value of \$0.00 per share of common stock, no value would be attributable to Ms. Markoe's unvested stock options.

DIRECTOR COMPENSATION

The following table sets forth information regarding compensation for each of the Company's non-management directors for fiscal 2016. Messrs. Coulter, Danhakl and Sokoloff and Ms. Wheeler are representatives of our Sponsors. As a result, these directors are not individually compensated by the Company.

Name	Fees earned or paid in cash \$(1)	Stock Awards \$(2)	Option Awards \$(2)	All Other Compensation (\$)	Total (\$)
James Coulter	\$ —	\$ —	\$ —	\$ —	\$ —
John Danhakl	\$ —	\$ —	\$ —	\$ —	\$ —
Richard Feintuch	\$ 31,250	\$ —	\$ —	\$ 17,481	\$ 48,731
Chad Leat	\$ 31,250	\$ —	\$ —	\$ 31,121	\$ 62,371
Jonathan Sokoloff	\$ —	\$ —	\$ —	\$ —	\$ —
Stephen Squeri	\$ 40,000	\$ —	\$ —	\$ —	\$ 40,000
Carrie Wheeler	\$ —	\$ —	\$ —	\$ —	\$ —

- (1) Reflects an annual cash retainer for service as a member of the Board. The amounts for Mr. Feintuch and Mr. Leat have been prorated based on partial year service.
- (2) In fiscal 2016, the Compensation Committee granted Mr. Squeri restricted stock awards with respect to 26,667 shares of Class A common stock and 13,333 shares of Class L common stock for his service as a member of the Board during fiscal 2016 with a grant date fair value of \$0. As of January 28, 2017, Mr. Squeri held 53,334 shares of unvested Class A restricted stock, 26,666 shares of unvested Class L restricted stock and 32,000 outstanding stock options. No other stock awards or option awards were granted to our non-management directors during fiscal 2016. Mr. Squeri participated in the offer to eligible employees to exchange outstanding stock options for stock options with a lower exercise price and, in the case of time-based vesting stock options, an extended vesting schedule.

Compensation of Directors for Fiscal 2016

Neither Mr. Drexler nor the representatives of our Sponsors receive individual compensation from us for serving on the Board. Mr. Drexler received no additional compensation for his service as a director. The compensation received by Mr. Drexler for his service as our Chief Executive Officer during fiscal 2016 is included in the Summary Compensation Table included in this Form 10-K. In exchange for services as a director in 2016, Mr. Squeri received an annual cash retainer of \$40,000. Each of Mr. Feintuch and Mr. Leat received cash payments of \$31,250, representing a prorated portion of their \$125,000 annual retainer. In fiscal 2016, the Compensation Committee granted Mr. Squeri restricted stock award of 26,667 shares of Class A common stock and 13,333 shares of Class L common stock for service as a member of the Board during fiscal 2016. The Company pays on behalf of Mr. Feintuch and Mr. Leat the travel expenses and legal fees related to their service on the Board. In Fiscal 2016, Mr. Feintuch received \$2,692 in travel expenses and \$14,789 towards legal fees, and Mr. Leat received \$16,332 in travel expenses and \$14,789 towards legal fees.

Each of our directors receives a discount on most merchandise in our stores and through our e-commerce business, which we believe is a common practice in the retail industry.

Compensation Committee Interlocks and Insider Participation

The members of the compensation committee of the Board of the Company are Mr. Coulter, Mr. Sokoloff, Mr. Squeri and Ms. Wheeler. None of these committee members were officers or employees of the Company during fiscal year 2016, were formerly Company officers or had any relationship otherwise requiring disclosure. There were no interlocks or insider participation between any member of the Board or compensation committee and any member of the Board or compensation committee of another company.

REPORT OF THE COMPENSATION COMMITTEE

The compensation committee of our Board has reviewed and discussed the “Compensation Discussion and Analysis” section with management. Based on the review and discussions, the compensation committee recommended that the Board include the “Compensation Discussion and Analysis” in this annual report on Form 10-K.

COMPENSATION COMMITTEE

James Coulter, Chairman
Jonathan Sokoloff
Stephen Squeri
Carrie Wheeler

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

All of the outstanding shares of common stock of J.Crew Group, Inc. are held indirectly by Parent.

The following table describes the beneficial ownership of Parent's common stock, consisting of both Class A common stock and Class L common stock, as of March 21, 2017 by each person known to the Company to beneficially own more than five percent of Parent's common stock, each director, each executive officer named in the "Summary Compensation Table," and all directors and executive officers as a group. The number of shares of common stock outstanding used in calculating the percentage for each listed person includes the shares of Class A common stock underlying options beneficially owned by that person that are exercisable within 60 days following March 21, 2017. The beneficial ownership percentages reflected in the table below are based on 91,070,424 shares of Parent's Class L common stock and 832,163,066 shares of Parent's Class A common stock outstanding as of March 21, 2017.

<u>Name of Beneficial Owner</u>	<u>Amount and Nature of Beneficially Owned Class L</u>	<u>Percent of Class L</u>	<u>Amount and Nature of Beneficially Owned Class A</u>	<u>Percent of Class A</u>
<u>5% Shareholders</u>				
Affiliates of TPG	60,275,627(a)	66.19%	542,480,716(b)	65.19%
Affiliates of LGP	22,666,665(c)	24.89%	203,999,999(d)	24.51%
<u>Directors and Executive Officers</u>				
James Coulter	60,275,627(a)	66.19%	542,480,716(b)	65.19%
Millard S. Drexler	7,370,977(e)	8.09%	84,400,241(f)	10.07%
John G. Danhaki	22,666,665(g)	24.89%	203,999,999(g)	24.51%
Jonathan D. Sokoloff	22,666,665(h)	24.89%	203,999,999(h)	24.51%
Stephen J. Squeri	54,053(i)	*	345,833(j)	*
Carrie Wheeler	—(k)	*	—(k)	*
Richard Feintuch	—	*	—	*
Chad Leat	—	*	—	*
Jenna Lyons	296,296	*	5,386,004(l)	*
Libby Wadle	148,148	*	2,615,827(m)	*
Lynda Markoe	74,074	*	1,365,263(n)	*
Michael Nicholson	—	*	900,000(o)	*
All Executive Officers and Directors as a Group	90,885,840	99.80%	841,493,883	99.76%

* Indicates less than one percent of common stock.

Except as described in the agreements mentioned above or as otherwise indicated in a footnote, each of the beneficial owners listed has, to our knowledge, sole voting, dispositive and investment power with respect to the indicated shares of common stock beneficially owned by them. Unless otherwise indicated in a footnote, the address for each individual listed below is c/o J.Crew Group, Inc. 770 Broadway, New York NY 10003.

- (a) Represents 60,275,627 shares of Class L common stock of Chinos Holdings, Inc. (the "TPG Class L Stock") held by TPG Chinos, L.P., a Delaware limited partnership ("TPG Chinos"), whose general partner is TPG Advisors VI, Inc., a Delaware corporation ("Advisors VI"). Messrs. James G. Coulter and David Bonderman are officers, directors and sole shareholders of Advisors VI and may therefore be deemed to beneficially own the TPG stock. Messrs. Bonderman and Coulter disclaim beneficial ownership of the TPG stock held by Advisors VI except to the extent of their pecuniary interest therein. The address of Advisors VI and Messrs. Bonderman and Coulter is c/o TPG Global, LLC, 301 Commerce Street, Suite 3300, Fort Worth, TX 76102.
- (b) Represents 542,480,716 shares of Class A common stock of Chinos Holdings, Inc. (the "TPG Class A Stock" and, together with the TPG Class L Stock, the "TPG Stock") held by TPG Chinos.

- (c) Represents 17,091,769 shares of Class L common stock held by Green Equity Investors V, L.P., a Delaware limited partnership (“GEI V”), 5,127,119 shares of Class L common stock held by Green Equity Investors Side V, L.P., a Delaware limited partnership (“GEI Side”) and 447,777 shares of Class L common stock held by LGP Chino Coinvest LLC, a Delaware limited Liability Company (“LGP Chino Coinvest” and, together with GEI V and GEI Side, the “LGP Funds”). GEI Capital V, LLC, a Delaware limited liability company (“GEI Capital”), is the general partner of each of GEI V and GEI Side. GEI Capital may be deemed to have voting and dispositive power with respect to the 22,218,888 shares of Class L common stock held by GEI V and GEI Side. GEI Capital expressly disclaims beneficial ownership of any securities owned beneficially or of record by any person or persons other than itself for purposes of Section 13(d)(3) and Rule 13d-3 of the Exchange Act and expressly disclaims beneficial ownership of any such securities except to the extent of its pecuniary interest therein. LGP Associates V LLC, a Delaware limited liability company (“LGP Associates V”) is the manager of LGP Chino Coinvest. Peridot Coinvest Manager LLC, a Delaware limited partnership (“Peridot”) is the manager of LGP Associates V. The sole member and manager of Peridot is Leonard Green & Partners, L.P., a Delaware limited partnership (“LGP”). LGP serves as the management company of GEI V and GEI Side. LGP may be deemed to have voting and dispositive power with respect to the 22,666,665 shares of Class L common stock held by the LGP Funds and Peridot may be deemed to have voting and dispositive power with respect to the 447,777 shares of Class L common stock held by LGP Chino Coinvest. LGP and Peridot expressly disclaim beneficial ownership of any securities owned beneficially or of record by any person or persons other than itself for purposes of Section 13(d)(3) and Rule 13d-3 of the Exchange Act and expressly disclaims beneficial ownership of any such securities except to the extent of its pecuniary interest therein. The business address of each of the LGP Funds and LGP is c/o Leonard Green & Partners, 11111 Santa Monica Boulevard Suite 2000, Los Angeles, CA 90025.
- (d) Represents 153,825,921 shares of Class A common stock held by GEI V, 46,144,078 shares of Class A common stock held by GEI Side and 4,030,000 shares of Class A common stock held by LGP Chino Coinvest. GEI Capital is the general partner of each of GEI V and GEI Side. GEI Capital may be deemed to have voting and dispositive power with respect to the 199,969,999 shares of Class A common stock held by GEI V and GEI Side. GEI Capital expressly disclaims beneficial ownership of any securities owned beneficially or of record by any person or persons other than itself for purposes of Section 13(d)(3) and Rule 13d-3 of the Exchange Act and expressly disclaims beneficial ownership of any such securities except to the extent of its pecuniary interest therein. LGP Associates V is the manager of LGP Chino Coinvest. Peridot is the manager of LGP Associates V. The sole member and manager of Peridot is LGP. LGP is the manager of LGP Chino Coinvest and serves as the management company of GEI V and GEI Side. LGP may be deemed to have voting and dispositive power with respect to the 203,999,999 shares of Class A common stock held by the LGP Funds and Peridot may be deemed to have voting and dispositive power with respect to the 4,030,000 of Class A common stock held by LGP Chino Coinvest. LGP and Peridot expressly disclaim beneficial ownership of any securities owned beneficially or of record by any person or persons other than itself for purposes of Section 13(d)(3) and Rule 13d-3 of the Exchange Act and expressly disclaims beneficial ownership of any such securities except to the extent of its pecuniary interest therein.
- (e) Represents 2,424,282 shares of Class L common stock held by The Drexler Family Revocable Trust, 1,867,278 shares of Class L common stock held by The Drexler 2008 Family Trust f/b/o Alexander Fischman Drexler, 1,867,277 shares of Class L common stock held by The Drexler 2008 Family Trust f/b/o Katherine Elizabeth Fischman Drexler, 606,070 shares of Class L common stock held by The 2012 Drexler Family GST Trust f/b/o Katherine Drexler and 606,070 shares of Class L common stock held by The 2012 Drexler Family GST Trust f/b/o Alexander Drexler.
- (f) Represents 29,845,841 shares of Class A common stock held by The Drexler Family Revocable Trust, 16,805,500 shares of Class A common stock held by The Drexler 2008 Family Trust f/b/o Alexander Fischman Drexler, 16,805,500 shares of Class A common stock held by The Drexler 2008 Family Trust f/b/o Katherine Elizabeth Fischman Drexler, 7,461,461 shares of Class A common stock held by The 2012 Drexler Family GST Trust f/b/o Katherine Drexler and 7,461,460 shares of Class A common stock held by The 2012 Drexler Family GST Trust f/b/o Alexander Drexler. This also includes 6,020,079 shares of Class A common stock that Mr. Drexler has the right to acquire within 60 days of March 21, 2017 upon the exercise of stock options at an exercise price of \$0.10 per share.
- (g) Mr. Danhakl is a Managing Partner of LGP, and by virtue of this and the relationships described in Footnotes (c) and (d) above, may be deemed to share voting and dispositive power with respect to the 22,666,665 shares of Class L common stock and 203,999,999 shares of Class A common stock beneficially owned by the LGP Funds. Mr. Danhakl disclaims beneficial ownership of all such shares except to the extent of his pecuniary interest therein. The business address of Mr. Danhakl is c/o Leonard Green & Partners, 11111 Santa Monica Boulevard Suite 2000, Los Angeles, CA 90025.
- (h) Mr. Sokoloff is a Managing Partner of LGP, and by virtue of this and the relationships described in Footnote (c) and (d) above, may be deemed to share voting and dispositive power with respect to the 22,666,665 shares of Class L common stock and 203,999,999 shares of Class A common stock beneficially owned by the LGP Funds. Mr. Sokoloff disclaims beneficial ownership of all such shares except to the extent of his pecuniary interest therein. The business address of Mr. Sokoloff is c/o Leonard Green & Partners, 11111 Santa Monica Boulevard Suite 2000, Los Angeles, CA 90025.
- (i) Includes 47,386 shares of Class L common stock held by Mr. Squeri and 6,667 shares of Class L restricted common stock.
- (j) Includes 300,500 shares of Class A common stock held by Mr. Squeri, 45,333 shares of Class A restricted common stock that Mr. Squeri has the right to acquire within 60 days of March 21, 2017 upon the exercise of stock options at an exercise price of \$0.10 per share.
- (k) Ms. Wheeler is a TPG Partner. Ms. Wheeler does not have voting or dispositive power over and disclaims beneficial ownership of the TPG Stock. The business address of Ms. Wheeler is c/o TPG Global, LLC, 301 Commerce Street, Suite 3300, Fort Worth, TX 76102.
- (l) Includes 1,777,777 shares of Class A common stock held by Ms. Lyons, 1,777,777 shares of Class A common stock that Ms. Lyons has the right to acquire within 60 days of March 21, 2017 upon the exercise of stock options at an exercise price of \$0.25 per share and 1,830,450 shares of Class A common stock that Ms. Lyons has the right to acquire within 60 days of March 21, 2017 upon the exercise of stock options at an exercise price of \$0.10 per share.

- (m) Includes 1,777,777 shares of Class A common stock held by Ms. Wadle and 838,050 shares of Class A common stock that Ms. Wadle has the right to acquire within 60 days of March 21, 2017 upon the exercise of stock options at an exercise price of \$0.10 per share.
- (n) Includes 888,888 shares of Class A common stock held by Ms. Markoe and 476,375 shares of Class A common stock that Ms. Markoe has the right to acquire within 60 days of March 21, 2017 upon the exercise of stock options at an exercise price of \$0.10 per share.
- (o) Includes 500,000 shares of Class A restricted common stock held by Mr. Nicholson and 400,000 shares of Class A common stock that Mr. Nicholson has the right to acquire within 60 days of March 21, 2017 upon the exercise of stock options at an exercise price of \$0.10 per share.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Stockholders Agreements

The Company has entered into each of a Principal Investors Stockholders' Agreement and a Management Stockholders' Agreement with the Sponsors, certain parent companies of the Company (including Parent), certain other stockholders of Parent party thereto and, with respect to the Management Stockholders' Agreement, certain members of management party thereto including but not limited to Mss. Lyons, Markoe and Wadle and Mr. Nicholson (collectively, the "Stockholders Agreements"). These agreements contain arrangements among the parties thereto with respect to the business and affairs of the Company and the ownership of securities of Parent, including with respect to election of the Company's directors and the directors of its parent companies, restrictions on the issuance or transfer of interests in the Company and its parent entities and other corporate governance provisions (including the right to approve various corporate actions).

Pursuant to the Stockholders Agreements, (i) the LGP Funds have the right to nominate, and have nominated, two directors to the Company's Board, (ii) Millard S. Drexler has been nominated to the Board and will serve so long as he is the chief executive officer of the Company and (iii) TPG has the right to set the size of the Board and nominate the remaining directors. At the closing of the Acquisition in March 2011, TPG nominated two directors to the Company's Board. In May 2012, Stephen Squeri was unanimously appointed to the Board. In January 2017, Richard Feintuch and Chat Leat were unanimously appointed to the Board, such that the Board is currently comprised of eight directors. Pursuant to the Amended and Restated Certificate of Incorporation of the Company as well as the Stockholders Agreements, each director nominated by TPG has four votes for purposes of any Board action and each other director has one vote for purposes of any Board action. All decisions of the Board require the approval of a majority of the voting power held by the directors appointed in accordance with the Stockholders Agreements. In addition, the Stockholders Agreements provide that certain significant transactions regarding the Company and its parent companies require the consent of the LGP Funds.

The Stockholders Agreements contain customary agreements with respect to restrictions on the issuance or transfer of shares of common stock in the Company and its parent entities, including preemptive rights, rights of first offer upon a disposition of shares, tag along rights and drag along rights.

The Principal Investors Stockholders' Agreement contains customary demand and piggyback registration rights in favor of the Sponsors and the other stockholders party thereto. The Management Stockholders' Agreement also contains call rights allowing Parent and, in certain circumstances, the Sponsors, to purchase shares of Parent held by members of management party thereto in the event of a termination of employment of such member of management.

Agreements with the Sponsors

In connection with the Acquisition, we entered into a management services agreement with the Sponsors, and/or affiliates of the Sponsors if the Sponsors so choose (the "Managers"), pursuant to which the Managers will provide us with certain management services until December 31, 2021, with evergreen one year extensions thereafter. The management services agreement provides that the Managers will receive an aggregate annual retainer fee equal to the greater of 40 basis points of annual revenue and \$8 million to be allocated between the Managers as set forth in the management agreement. The management services agreement provides that the Managers will be entitled to receive fees in connection with certain subsequent financing, acquisition, disposition and change of control transactions equal to customary fees charged by internationally-recognized investment banks for serving as financial advisor in similar transactions. The management agreement also provides for reimbursement for out-of-pocket expenses incurred by the Managers or their designees after the consummation of the Acquisition.

The management services agreement includes customary exculpation and indemnification provisions in favor of the Managers, their designees and each of their respective affiliates. The management services agreement may be terminated by TPG, the board of directors of Parent or upon an initial public offering or change of control unless TPG determines otherwise. In the event the management services agreement is terminated, we expect to pay the Managers or their designees all unpaid fees plus the sum of the

net present values of the aggregate annual retainer fees that would have been payable with respect to the period from the date of termination until the expiration date in effect immediately prior to such termination.

Indemnification of Directors and Officers; Directors' and Officers' Insurance

On January 3, 2017, we entered into indemnification agreements with each of our directors (the "Indemnification Agreements"). These Indemnification Agreements clarify and supplement indemnification provisions already contained in our Articles of Incorporation and Bylaws and, among other things, provide for indemnification of the director to the fullest extent permitted by the laws of the state of Delaware, advancement of legal fees and expenses in connection with legal proceedings, certain procedures for determining whether the director is entitled to indemnification and dispute resolution procedures. The form of Indemnification Agreement is attached as Exhibit 10.24 to this Annual Report on Form 10-K.

Those directors and officers of J.Crew and its subsidiary at or prior to the closing of the Acquisition are entitled, under the merger agreement relating to the Acquisition, to continued indemnification coverage for acts or omissions at or prior to the closing of the Acquisition.

Certain Charter and Bylaws Provisions

Our amended and restated certificate of incorporation and our amended and restated bylaws contain provisions limiting directors' obligations in respect of corporate opportunities. In addition, our amended and restated certificate of incorporation provides that Section 203 of the Delaware General Corporation Law will not apply to the Company. Section 203 restricts "business combinations" between a corporation and "interested stockholders," generally defined as stockholders owning 15% or more of the voting stock of a corporation.

Private Aircraft

Mr. Drexler travels extensively for Company business, including for purposes of site visitations to the Company's stores. For purposes of business efficiency, Mr. Drexler uses his private airplane. Mr. Drexler's airplane is owned by an entity which he controls. We pay an established charter rate to a third-party commercial aircraft operator for business use of his airplane. Mr. Drexler also has a fractional interest in a helicopter and we reimburse him for business use of the helicopter at an established rate. The audit committee has reviewed the terms of these arrangements to ensure they are at, or below, market and in the best interests of the Company. During fiscal 2016, we paid \$1,117,400 pursuant to these arrangements.

Review, Approval or Ratification of Transactions with Related Persons

The Board has adopted a written policy regarding the approval or ratification of all transactions required to be reported under the SEC's rules regarding transactions with related persons. In accordance with this policy, the audit committee of the Board will evaluate each related person transaction for the purpose of recommending to the disinterested members of the Board that the transactions are fair, reasonable and within Company policy, and should be ratified and approved by the Board. At least annually, management will provide the audit committee with information pertaining to related person transactions. The audit committee will consider each related person transaction in light of all relevant factors and the controls implemented to protect the interests of the Company and its stockholders. Relevant factors will include:

- the benefits of the transaction to the Company;
- the terms of the transaction and whether they are arm's-length and in the ordinary course of the Company's business;
- the direct or indirect nature of the related person's interest in the transaction;
- the size and expected term of the transaction; and
- other facts and circumstances that bear on the materiality of the related person transaction under applicable law.

Approval by the Board of any related person transaction involving a director will also be made in accordance with applicable law and the Company's organizational documents as from time to time in effect. Where a vote of the disinterested directors is required, such vote will be called only following full disclosure to such directors of the facts and circumstances of the relevant related person transaction. Related person transactions entered into, but not approved or ratified as required by the Board's policy, will be subject to termination by the Company (or any relevant subsidiary), if so directed by the audit committee or the Board, as applicable, taking into account such factors as such body deems appropriate and relevant.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.

During fiscal years 2016, 2015 and 2014, KPMG LLP served as our independent registered public accounting firm and in that capacity rendered an unqualified opinion on our consolidated financial statements as of and for the three years ended January 28, 2017.

The following table sets forth the aggregate fees billed or expected to be billed to us by our independent registered public accounting firm in each of the last two fiscal years:

	<u>Fiscal 2016</u>	<u>Fiscal 2015</u>
Audit fees	\$ 1,326,000	\$ 1,399,000
Audit-related fees	—	—
Tax fees	<u>132,000</u>	<u>110,000</u>
Total fees	<u>\$ 1,458,000</u>	<u>\$ 1,509,000</u>

Audit Fees

These amounts represent fees billed or expected to be billed by KPMG LLP for professional services rendered for the audits of the Company's annual financial statements for fiscal 2016 and fiscal 2015 and the reviews of the financial statements included in the Company's quarterly reports on Form 10-Q.

Audit-Related Fees

This amount represents fees billed by KPMG LLP for professional services rendered that were not included under "Audit Fees" or "Tax fees."

Tax Fees

This amount represents fees billed or expected to be billed by KPMG LLP for professional services rendered in connection with sales and use tax compliance.

Auditor Independence

The Audit Committee has considered whether the provision of the services set forth in the table above is compatible with maintaining the auditor's independence and has determined that the provision of such services has not adversely affected the auditor's independence.

Policy on Audit Committee Pre-Approval of Audit and Permitted Non-Audit Services

The audit committee has established policies and procedures regarding the pre-approval of audit and other services that our independent auditor may perform for us. Under the policy, the audit committee has pre-approved the engagement of our independent auditors to perform specific audit, audit related, tax and other non-audit services, subject to the fee limits established from time to time by the Audit Committee, as being consistent with auditor independence. The provision of all other services, and all generally pre-approved services in excess of the applicable fee limits, by the independent registered public accounting firm must be specifically pre-approved by the Audit Committee on a case-by-case basis. Management updates the Audit Committee at regularly scheduled meetings about the pre-approved services performed by the independent registered public accounting firm since the last Audit Committee meeting. Requests to provide services that require separate approval by the Audit Committee must be submitted to the Audit Committee by both the independent registered public accounting firm and the Chief Financial Officer and must include a joint statement as to whether, in their view, the request is consistent with the SEC's and the PCAOB's rules on auditor independence. The Audit Committee may delegate pre-approval authority to one of its members and has currently delegated such authority to the Audit Committee's Chair. All pre-approved decisions made by the Chair must be reported to the full Audit Committee at its next scheduled meeting.

For fiscal 2016, the Audit Committee established fee limits on pre-approved services outside the scope of the pre-approved annual audit engagement of up to \$200,000 in the aggregate for statutory audits or financial audits for subsidiaries of the Company; up to \$20,000 for audits of the Company's 401(k) Savings Plan; up to \$150,000 for sales and use tax compliance; up to \$50,000 in the aggregate for VAT compliance and indirect tax advice for certain foreign subsidiaries; and up to \$250,000 for services associated with SEC registration statements, periodic reports and other documents filed with the SEC or other documents issued in connection with securities offerings and assistance in responding to SEC comment letters.

The audit committee is governed by a written charter, which is available free of charge on the investor relations section of our website at www.jcrew.com or upon written request to the Secretary of the Company, J.Crew Group, Inc., 770 Broadway, New York, New York 10003. The audit committee held 4 meetings in fiscal 2016.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

- (a) Financial Statements and Financial Statement Schedules. See “Index to Financial Statements” which is located on page F-1 of this report.
- (b) Exhibits. See the exhibit index which is included herein.

ITEM 16. FORM 10-K SUMMARY.

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

J.CREW GROUP, INC.

Date: March 21, 2017

By: /s/ MILLARD DREXLER
Millard Drexler
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated, on March 20, 2017.

<u>Signature</u>	<u>Title</u>
<u> /s/ Millard Drexler </u> Millard Drexler	Chairman of the Board, Chief Executive Officer and a Director (Principal Executive Officer)
<u> /s/ Michael J. Nicholson </u> Michael J. Nicholson	President, Chief Operating Officer and Chief Financial Officer (Principal Financial Officer)
<u> /s/ JEREMY BROOKS </u> Jeremy Brooks	Vice President, Chief Accounting Officer (Principal Accounting Officer)
<u> * </u> James Coulter	Director
<u> * </u> John Danhaki	Director
<u> * </u> Richard Feintuch	Director
<u> * </u> Chad Leat	Director
<u> * </u> Jonathan Sokoloff	Director
<u> * </u> Stephen Squeri	Director
<u> * </u> Carrie Wheeler	Director

*By: /s/ Michael J. Nicholson
Michael J. Nicholson
Attorney-in-Fact

J.Crew Group, Inc.
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Financial Statement Schedules

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

**The Board of Directors and Stockholders
J.Crew Group, Inc.:**

We have audited the accompanying consolidated balance sheets of J.Crew Group, Inc. and its subsidiaries as of January 28, 2017 and January 30, 2016, and the related consolidated statements of operations and comprehensive loss, changes in stockholders' equity (deficit), and cash flows for each of the years in the three-year period ended January 28, 2017. In connection with our audits of the consolidated financial statements, we also have audited financial statement schedule II. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the auditing standards of the Public Company Accounting Oversight Board (United States) and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of J.Crew Group, Inc. and its subsidiaries as of January 28, 2017 and January 30, 2016, and the results of their operations and their cash flows for each of the years in the three-year period ended January 28, 2017, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the consolidated financial statements taken as a whole, present fairly, in all material respects, the information set forth therein.

/s/ KPMG LLP

New York, New York
March 21, 2017

J.CREW GROUP, INC.
Consolidated Balance Sheets
(in thousands, except share data)

	<u>January 28, 2017</u>	<u>January 30, 2016</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 132,226	\$ 87,812
Merchandise inventories	314,492	372,410
Prepaid expenses and other current assets	59,494	65,605
Total current assets	<u>506,212</u>	<u>525,827</u>
Property and equipment, at cost	642,339	645,065
Less accumulated depreciation	<u>(280,152)</u>	<u>(246,821)</u>
Property and equipment, net	<u>362,187</u>	<u>398,244</u>
Intangible assets, net	450,204	460,744
Goodwill	107,900	107,900
Other assets	6,207	7,261
Total assets	<u>\$ 1,432,710</u>	<u>\$ 1,499,976</u>
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable	\$ 194,494	\$ 248,342
Other current liabilities	157,141	157,765
Interest payable	7,977	5,279
Income taxes payable to Parent	25,215	7,086
Current portion of long-term debt	15,670	15,670
Total current liabilities	<u>400,497</u>	<u>434,142</u>
Long-term debt, net	1,494,490	1,501,917
Lease-related deferred credits, net	132,566	131,812
Deferred income taxes, net	148,200	148,819
Other liabilities	43,168	52,273
Total liabilities	<u>2,218,921</u>	<u>2,268,963</u>
Stockholders' deficit:		
Common stock \$0.01 par value; 1,000 shares authorized, issued and outstanding	—	—
Additional paid-in capital	980,368	979,333
Accumulated other comprehensive loss	(11,536)	(16,791)
Accumulated deficit	<u>(1,755,043)</u>	<u>(1,731,529)</u>
Total stockholders' deficit	<u>(786,211)</u>	<u>(768,987)</u>
Total liabilities and stockholders' deficit	<u>\$ 1,432,710</u>	<u>\$ 1,499,976</u>

The accompanying notes are an integral part of these consolidated financial statements.

J.CREW GROUP, INC.

Consolidated Statements of Operations and Comprehensive Loss
(in thousands)

	For the Year Ended		
	January 28, 2017	January 30, 2016	January 31, 2015
Revenues:			
Net sales	\$ 2,359,622	\$ 2,447,692	\$ 2,540,449
Other	65,840	58,135	39,246
Total revenues	2,425,462	2,505,827	2,579,695
Cost of goods sold, including buying and occupancy costs	1,550,185	1,610,256	1,608,777
Gross profit	875,277	895,571	970,918
Selling, general and administrative expenses	818,546	834,137	845,953
Impairment losses	7,752	1,381,642	709,985
Income (loss) from operations	48,979	(1,320,208)	(585,020)
Interest expense, net	79,359	69,801	74,352
Loss on refinancings	435	—	58,960
Loss before income taxes	(30,815)	(1,390,009)	(718,332)
Benefit for income taxes	(7,301)	(147,333)	(60,559)
Net loss	<u>\$ (23,514)</u>	<u>\$ (1,242,676)</u>	<u>\$ (657,773)</u>
Other comprehensive income (loss):			
Reclassification of losses on cash flow hedges, net of tax, to earnings	6,387	74	13,652
Unrealized gain (loss) on cash flow hedges, net of tax	449	(7,012)	(10,634)
Foreign currency translation adjustments	(1,581)	200	2,113
Comprehensive loss	<u>\$ (18,259)</u>	<u>\$ (1,249,414)</u>	<u>\$ (652,642)</u>

The accompanying notes are an integral part of these consolidated financial statements.

J.CREW GROUP, INC.

Consolidated Statements of Changes in Stockholders' Equity (Deficit)
(in thousands, except shares)

	Common Stock		Additional paid-in capital	Retained earnings (accumulated deficit)	Accumulated other comprehensive loss	Total stockholders' equity (deficit)
	Shares	Amount				
Balance at February 1, 2014	<u>1,000</u>	<u>\$ —</u>	<u>\$ 1,008,984</u>	<u>\$ 196,620</u>	<u>\$ (15,184)</u>	<u>\$ 1,190,420</u>
Net loss	—	—	—	(657,773)	—	(657,773)
Share-based compensation	—	—	5,968	—	—	5,968
Excess tax benefit from share-based awards	—	—	8	—	—	8
Dividend and contribution to Parent	—	—	(30)	(27,700)	—	(27,730)
Reclassification of realized losses on cash flow hedges, net of tax of \$8,728, to earnings	—	—	—	—	13,652	13,652
Unrealized loss on cash flow hedges, net of tax of \$6,799	—	—	—	—	(10,634)	(10,634)
Foreign currency translation adjustments	—	—	—	—	2,113	2,113
Balance at January 31, 2015	<u>1,000</u>	<u>\$ —</u>	<u>\$ 1,014,930</u>	<u>\$ (488,853)</u>	<u>\$ (10,053)</u>	<u>\$ 516,024</u>
Net loss	—	—	—	(1,242,676)	—	(1,242,676)
Share-based compensation	—	—	2,580	—	—	2,580
Dividend and contribution to Parent	—	—	(38,177)	—	—	(38,177)
Reclassification of realized losses on cash flow hedges, net of tax of \$47, to earnings	—	—	—	—	74	74
Unrealized loss on cash flow hedges, net of tax of \$4,483	—	—	—	—	(7,012)	(7,012)
Foreign currency translation adjustments	—	—	—	—	200	200
Balance at January 30, 2016	<u>1,000</u>	<u>\$ —</u>	<u>\$ 979,333</u>	<u>\$ (1,731,529)</u>	<u>\$ (16,791)</u>	<u>\$ (768,987)</u>
Net loss	—	—	—	(23,514)	—	(23,514)
Share-based compensation	—	—	1,035	—	—	1,035
Reclassification of realized losses on cash flow hedges, net of tax of \$4,083, to earnings	—	—	—	—	6,387	6,387
Unrealized loss on cash flow hedges, net of tax of \$287	—	—	—	—	449	449
Foreign currency translation adjustments	—	—	—	—	(1,581)	(1,581)
Balance at January 28, 2017	<u>1,000</u>	<u>\$ —</u>	<u>\$ 980,368</u>	<u>\$ (1,755,043)</u>	<u>\$ (11,536)</u>	<u>\$ (786,211)</u>

The accompanying notes are an integral part of these consolidated financial statements.

J.CREW GROUP, INC.
Consolidated Statements of Cash Flows
(in thousands)

	For the Year Ended		
	January 28, 2017	January 30, 2016	January 31, 2015
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	\$ (23,514)	\$ (1,242,676)	\$ (657,773)
Adjustments to reconcile to cash flows from operating activities:			
Depreciation of property and equipment	109,503	103,966	93,458
Amortization of intangible assets	10,540	15,559	15,944
Reclassification of hedging losses to earnings	10,470	119	—
Impairment losses	7,752	1,381,642	709,985
Amortization of deferred financing costs and debt discount	5,021	5,030	5,657
Share-based compensation	1,035	2,580	5,968
Loss on refinancings	435	—	58,960
Excess tax benefit from share-based awards	—	—	(8)
Foreign currency transaction (gains) losses	(1,539)	2,027	5,480
Deferred income taxes	(5,140)	(151,232)	(75,015)
Changes in operating assets and liabilities:			
Merchandise inventories	57,798	(5,351)	(15,071)
Prepaid expenses and other current assets	5,989	(4,265)	(4,585)
Other assets	741	(701)	(832)
Accounts payable and other liabilities	(62,965)	16,910	4,934
Federal and state income taxes	21,707	11,945	11,016
Net cash provided by operating activities	<u>137,833</u>	<u>135,553</u>	<u>158,118</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures	(80,140)	(103,657)	(127,874)
Other investing activities	—	—	(4,817)
Net cash used in investing activities	<u>(80,140)</u>	<u>(103,657)</u>	<u>(132,691)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Principal repayments of Term Loan Facility	(11,753)	(15,670)	(11,753)
Cost paid in connection with refinancings of debt	(1,099)	(137)	(22,182)
Dividend and contribution to Parent	—	(38,177)	(27,730)
Proceeds from Term Loan Facility, net of discount	—	—	1,559,165
Repayments of former term loan	—	—	(1,167,000)
Redemption of Senior Notes	—	—	(400,000)
Excess tax benefit from share-based awards	—	—	8
Net cash used in financing activities	<u>(12,852)</u>	<u>(53,984)</u>	<u>(69,492)</u>
Effect of changes in foreign exchange rates on cash and cash equivalents	<u>(427)</u>	<u>(1,197)</u>	<u>(1,487)</u>
Increase (decrease) in cash and cash equivalents	44,414	(23,285)	(45,552)
Beginning balance	<u>87,812</u>	<u>111,097</u>	<u>156,649</u>
Ending balance	<u>\$ 132,226</u>	<u>\$ 87,812</u>	<u>\$ 111,097</u>
Supplemental cash flow information:			
Income taxes paid	<u>\$ 1,245</u>	<u>\$ 1,328</u>	<u>\$ 3,985</u>
Interest paid	<u>\$ 72,558</u>	<u>\$ 73,923</u>	<u>\$ 92,973</u>

The accompanying notes are an integral part of these consolidated financial statements.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

1. Nature of Business and Summary of Significant Accounting Policies

(a) Basis of Presentation

J.Crew Group, Inc. and its wholly owned subsidiaries (the “Company” or “Group”) was acquired (the “Acquisition”) on March 7, 2011 through a merger with a subsidiary of Chinos Holdings, Inc. (the “Parent”). The Parent was formed by investment funds affiliated with TPG Capital, L.P. (“TPG”) and Leonard Green & Partners, L.P. (“LGP” and together with TPG, the “Sponsors”). Subsequent to the Acquisition, Group became an indirect, wholly owned subsidiary of Parent, which is owned by affiliates of the Sponsors, co-investors and members of management. Prior to March 7, 2011, the Company operated as a public company with its common stock traded on the New York Stock Exchange.

All significant intercompany balances and transactions within Group are eliminated in consolidation.

(b) Business

The Company designs, contracts for the manufacture of, markets and sells women’s, men’s and children’s apparel, shoes and accessories under the J.Crew and Madewell brand names. The Company’s products are marketed primarily in the United States, Canada, the United Kingdom, Hong Kong and France through its retail and factory stores, and its websites and catalogs.

The Company is subject to seasonal fluctuations in its merchandise sales and results of operations. The Company expects its revenues generally to be lower in the first and second quarters than in the third and fourth quarters (which includes the holiday season) of each fiscal year.

A significant amount of the Company’s products are produced in Asia through arrangements with independent contractors. As a result, the Company’s operations could be adversely affected by political instability resulting in the disruption of trade from the countries in which these contractors are located or by the imposition of additional duties or regulations relating to imports or by the contractor’s inability to meet the Company’s production requirements.

(c) Fiscal Year

The Company’s fiscal year ends on the Saturday closest to January 31. The fiscal years 2016, 2015, and 2014, ended on January 28, 2017, January 30, 2016, and January 31, 2015, respectively, and each consisted of 52 weeks.

(d) Use of Estimates in the Preparation of Financial Statements

Management is required to make estimates and assumptions about future events in preparing financial statements in conformity with generally accepted accounting principles (“GAAP”). These estimates and assumptions affect the amounts of assets, liabilities, revenues and expenses and the disclosure of loss contingencies at the date of the consolidated financial statements. While management believes that past estimates and assumptions have been materially accurate, current estimates are subject to change if different assumptions as to the outcome of future events are made. Management evaluates estimates and judgments on an ongoing basis and predicates those estimates and judgments on historical experience and on reasonable factors. Since future events and their effects cannot be determined with absolute certainty, actual results may differ from the estimates used in preparing the accompanying consolidated financial statements.

(e) Revenue Recognition

Revenue is recognized at the point of sale in the stores, and at an estimated date of receipt by the customer in the e-commerce business. Prices for all merchandise are listed in the Company’s websites and catalogs and are confirmed with the customer upon order. The customer has no cancellation privileges other than customary rights of return. The Company accrues a sales return allowance for estimated returns of merchandise that will occur subsequent to the balance sheet date, but relate to sales prior to the balance sheet date. The Company presents taxes collected from customers and remitted to governmental authorities on a net basis on the consolidated statements of operations and comprehensive loss.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

A liability is recognized at the time a gift card is sold, and revenue is recognized at the time the gift card is redeemed for merchandise. Revenue is deferred and a liability is recognized for gift cards issued in connection with the Company's customer loyalty program. Any unredeemed loyalty gift cards are recognized as income in the period in which they expire.

Amounts billed to customers for shipping and handling fees are recorded in other revenues. Other revenues also include (i) income from unredeemed gift cards, estimated based on Company specific historical trends, which amounted to \$5,208 in fiscal 2016, \$4,539 in fiscal 2015, and \$4,101 in fiscal 2014, and (ii) revenues from third party resellers, which amounted to \$29,107 in fiscal 2016, \$24,088 in fiscal 2015, and \$9,012 in fiscal 2014.

(f) Merchandise Inventories

Merchandise inventories are stated at the lower of average cost or market. The Company capitalizes certain design, purchasing and warehousing costs in inventory and these costs are included in cost of goods sold as the inventories are sold.

(g) Advertising and Catalog Costs

Direct response advertising, which consists primarily of catalog production and mailing costs, are capitalized and amortized over the expected future revenue stream. Amortization of capitalized advertising costs is computed using the ratio of current period revenues for the catalog cost pool to the total of current and estimated future period revenues for that catalog cost pool. The capitalized costs of direct response advertising are amortized, commencing with the date catalogs are mailed, over the duration of the expected revenue stream, which is approximately two months. Deferred catalog costs, included in prepaid expenses and other current assets, as of January 28, 2017 and January 30, 2016 were \$4,789 and \$6,452, respectively. Catalog costs, which are reflected in selling, general and administrative expenses, were \$41,268 in fiscal 2016, \$48,533 in fiscal 2015, and \$47,372 in fiscal 2014.

All other advertising costs, which are expensed as incurred, were \$63,427 in fiscal 2016, \$71,095 in fiscal 2015, and \$63,278 in fiscal 2014.

(h) Lease-Related Deferred Credits

Rental payments under operating leases are charged to expense on a straight-line basis after consideration of rent holidays, step rent provisions and escalation clauses. Differences between rental expense, which is recognized from the date of possession, and actual rental payments are recorded as deferred rent and included in deferred credits.

The Company receives construction allowances upon entering into certain store leases. These construction allowances are recorded as deferred credits and are amortized as a reduction of rent expense over the term of the related lease. Deferred construction allowances were \$83,028 and \$83,347 at January 28, 2017 and January 30, 2016, respectively.

Additionally, in connection with the Acquisition, the Company recorded liabilities for unfavorable lease commitments, which are amortized on a straight-line basis over the remaining lease life, which aggregated to \$4,733 and \$7,478 at January 28, 2017 and January 30, 2016, respectively.

(i) Share-Based Compensation

The fair value of time-based employee awards is recognized as compensation expense on a straight line basis over the requisite service period of the award. The fair value of the options exercisable when certain owners of the Parent receive a specified level of cash proceeds from the sale of their initial investment will not be recognized until such event is deemed probable. Determining the fair value of options at the grant date requires judgment, including estimating the expected term that stock options will be outstanding prior to exercise, the associated volatility and the expected dividend yield. Upon grant of awards, the Company also estimates an amount of forfeitures that will occur prior to vesting. See note 4 for more information regarding share-based awards.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

(j) Property and Equipment

Property and equipment are stated at cost and are depreciated over the estimated useful lives using the straight-line method. Buildings and improvements are depreciated over estimated useful lives of twenty years. Furniture, fixtures and equipment are depreciated over estimated useful lives, ranging from three to ten years. Leasehold improvements are depreciated over the shorter of their useful lives or related lease terms (without consideration of optional renewal periods).

The Company capitalizes certain costs (included in fixtures and equipment) related to the acquisition and development of software and amortizes these costs using the straight line method over the estimated useful life of the software, which is three to five years. Certain development costs not meeting the criteria for capitalization are expensed as incurred.

(k) Impairment of Long-Lived Assets

The Company reviews long-lived assets and certain identifiable intangibles for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company assesses the recoverability of such assets based upon estimated cash flow forecasts. Charges for impairment of long-lived assets were \$7,752 in fiscal 2016, \$4,522 in fiscal 2015 and \$2,785 in fiscal 2014. See notes 3 and 9 for more information regarding impairment of long-lived assets.

(l) Income Taxes

The Company accounts for income taxes using an asset and liability method. Deferred tax assets and deferred tax liabilities are recognized based on the difference between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred taxes are measured using current enacted tax rates in effect in the years in which those temporary differences are expected to reverse. The provision for income taxes includes taxes currently payable and deferred taxes resulting from the tax effects of temporary differences between the financial statement and tax bases of assets and liabilities.

The Company maintains valuation allowances where it is more likely than not that all or a portion of a deferred tax asset will not be realized. Changes in the valuation allowances are included in the Company's tax provision in the period of change. In determining whether a valuation allowance is warranted, the Company evaluates factors such as prior earnings history, expected future earnings, carry-back and carry-forward periods and tax strategies that could potentially enhance the likelihood of the realization of a deferred tax asset.

With respect to uncertain tax positions taken or expected to be taken on a tax return, the Company recognizes in its financial statements the impact of tax positions that meet a "more likely than not" threshold, based on the technical merits of the position. The tax benefits recognized from uncertain positions are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon effective settlement.

The Company recognizes interest expense and income related to income taxes as a component of interest expense, and penalties as a component of selling, general and administrative expenses.

(m) Segment Information

The Company has two operating segments, J.Crew and Madewell, which are aggregated into one reportable segment. The Company's identifiable assets are located primarily in the United States. Export sales are not material.

(n) Cash and Cash Equivalents

The Company considers all highly liquid marketable securities, with maturities of 90 days or less when purchased, to be cash equivalents. Cash equivalents, which were \$96,450 and \$50,103 at January 28, 2017 and January 30, 2016, respectively, are stated at cost, which approximates fair market value.

(o) Operating Expenses

Cost of goods sold (including buying and occupancy costs) includes the direct cost of purchased merchandise, freight, design, buying and production costs, occupancy costs related to store operations, and all shipping and handling and delivery costs.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

Selling, general and administrative expenses include all operating expenses not included in cost of goods sold, primarily catalog production and mailing costs, administrative payroll, store expenses other than occupancy costs, depreciation and amortization, certain warehousing expenses (aggregating to \$40,841 in fiscal 2016, \$44,164 in fiscal 2015 and \$43,442 in fiscal 2014) and credit card fees.

(p) Deferred Financing Costs

Deferred financing costs are amortized over the term of the related debt agreements. The amortization is included in interest expense, net.

(q) Store Pre-opening Costs

Costs associated with the opening of new stores are expensed as incurred.

(r) Goodwill and Intangible Assets

The Acquisition of the Company was accounted for as a purchase business combination, whereby the purchase price paid was allocated to recognize the acquired assets and liabilities at fair value. In connection with the purchase price allocation, intangible assets were established for the J.Crew and Madewell trade names, loyalty program, customer lists and favorable lease commitments. The purchase price in excess of the fair value of assets and liabilities was recorded as goodwill, which consists primarily of intangible assets related to the knowhow, design and merchandising abilities that do not qualify for separate recognition.

Indefinite-lived intangible assets, such as the J.Crew trade name and goodwill, are not subject to amortization. The Company assesses the recoverability of indefinite-lived intangibles whenever there are indicators of impairment, or at least annually in the fourth quarter. If the recorded carrying value of an intangible asset exceeds its estimated fair value, the Company records a charge to write the intangible asset down to its fair value. Definite-lived intangibles, such as the Madewell trade name and favorable lease commitments, are amortized on a straight line basis over their useful life or remaining lease term. See note 3 for more information regarding goodwill and intangible assets of the Company.

The Company assesses the recoverability of goodwill at the reporting unit level, which consists of its operating segments, J.Crew and Madewell, of which only Madewell has goodwill. In this assessment, the Company first compares the estimated enterprise fair value of the Madewell reporting unit to its recorded carrying value. The Company estimates the enterprise fair value based on a combination of an income approach, specifically the discounted cash flow, a market approach, and a transaction approach. If the recorded carrying value of the Madewell reporting unit exceeds its estimated enterprise fair value in the first step, a second step is performed in which the Company allocates the enterprise fair value to the fair value of the Madewell's net assets. The second step of the impairment testing process requires, among other things, estimates of fair values of substantially all of the Company's tangible and intangible assets. Any enterprise fair value in excess of amounts allocated to such net assets represents the implied fair value of goodwill for Madewell. If the recorded goodwill balance for Madewell exceeds the implied fair value of goodwill, an impairment charge is recorded to write goodwill down to its fair value. See note 3 for more information regarding impairment of goodwill and intangible assets.

(s) Dividends

Dividends are recorded at the declaration date as a reduction of retained earnings included in stockholders' equity (deficit). If the amount of the dividend exceeds retained earnings, the dividend is recorded as a reduction of additional paid-in capital.

(t) Foreign Currency Translation

The financial statements of the Company's foreign operations are translated into U.S. dollars. Assets and liabilities are translated at current exchange rates as of the balance sheet date, equity accounts at historical exchange rates, while revenue and expense accounts are translated at the average rates in effect during the year. Translation adjustments are not included in determining net income, but are included in accumulated other comprehensive loss within stockholders' equity (deficit). As of January 28, 2017 and January 30, 2016, foreign currency translation adjustments resulted in accumulated losses of \$1,581 and accumulated gains of \$200, respectively. Foreign currency transaction gains (losses) included in operating results were \$1.5 million in fiscal 2016, \$(2.0) million in fiscal 2015 and \$(5.5) in fiscal 2014.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

(u) Derivative Financial Instruments

The Company enters into interest rate swap agreements to manage a portion of its interest rate risk related to floating rate indebtedness. As cash flow hedges, unrealized gains are recognized as assets while unrealized losses are recognized as liabilities. The interest rate swap agreements are highly correlated to the changes in interest rates to which the Company is exposed. Unrealized gains and losses on these instruments are designated as effective or ineffective. The effective portion of such gains or losses is recorded as a component of accumulated other comprehensive loss, while the ineffective portion of such gains or losses is recorded as a component of interest expense. Realized gains and losses in connection with each required interest payment are reclassified from accumulated other comprehensive loss to interest expense.

(v) Reclassification

Certain prior year amounts have been reclassified to conform to the current year's presentation. Specifically, the Company adopted an accounting standard which requires certain deferred financing costs related to a recognized debt liability to be presented in the balance sheet as a reduction of the carrying amount of that debt liability. The adoption of this pronouncement resulted in the reclassification of \$16,301 from long-term assets to long-term liabilities on the Company's consolidated balance sheet at January 30, 2016.

2. Management Services Agreement

Pursuant to a management services agreement entered into in connection with the Acquisition, and in exchange for on-going consulting and management advisory services, the Sponsors receive an aggregate annual monitoring fee prepaid quarterly equal to the greater of (i) 40 basis points of consolidated annual revenues or (ii) \$8 million. The Sponsors also receive reimbursement for out-of-pocket expenses incurred in connection with services provided pursuant to the agreement. The Company recorded an expense of \$10.0 million in fiscal 2016, \$10.3 million in fiscal 2015, and \$10.4 million in fiscal 2014 for monitoring fees and out-of-pocket expenses, included in selling, general and administrative expenses in the statements of operations and comprehensive loss.

3. Goodwill and Intangible Assets

A summary of the components of intangible assets is as follows:

	<u>Loyalty Program and Customer Lists</u>	<u>Favorable Lease Commitments</u>	<u>Madewell Trade Name</u>	<u>Key Money</u>	<u>J.Crew Trade Name</u>
Balance at January 31, 2015	\$ 5,633	\$ 20,009	\$ 65,942	\$ 4,724	\$ 740,300
Amortization expense	(5,200)	(5,801)	(4,100)	(458)	—
Impairment losses	—	—	—	—	(360,305)
Balance at January 30, 2016	433	14,208	61,842	4,266	379,995
Amortization expense	(433)	(5,568)	(4,100)	(439)	—
Impairment losses	—	—	—	—	—
Balance at January 28, 2017	\$ —	\$ 8,640	\$ 57,742	\$ 3,827	\$ 379,995
Total accumulated amortization or impairment losses at January 28, 2017	\$ (27,010)	\$ (52,370)	\$ (24,258)	\$ (988)	\$ (505,305)

Estimated amortization expense of intangible assets for the next five fiscal years is as follows: \$9 million in fiscal 2017, \$8 million in fiscal 2018, \$5 million in fiscal 2019, \$5 million in fiscal 2020, and \$5 million in fiscal 2021.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

A summary of goodwill is as follows:

	Goodwill
Balance at January 31, 2015	\$ 1,124,715
Impairment losses	(1,016,815)
Balance at January 30, 2016	107,900
Impairment losses	—
Balance at January 28, 2017	\$ 107,900

The Company recorded non-cash impairment charges of \$7.8 million in fiscal 2016, \$1,381.6 million in fiscal 2015 and \$710.0 million in fiscal 2014. The impairment losses were the result of the write-down of the following assets:

	For the Year Ended January 28, 2017	For the Year Ended January 30, 2016	For the Year Ended January 31, 2015
Goodwill allocated to the J.Crew reporting unit	\$ —	\$ 1,016,815	\$ 562,200
Intangible asset related to the J.Crew trade name	—	360,305	145,000
Long-lived assets (see note 9)	7,752	4,522	2,785
Impairment losses	\$ 7,752	\$ 1,381,642	\$ 709,985

The carrying value of goodwill of \$107.9 million relates to the Madewell reporting unit. There is no remaining goodwill attributable to the J.Crew reporting unit, which has previously recorded accumulated impairment losses of \$1,579.0 million. The carrying value of the intangible asset for the J.Crew and Madewell trade names was \$380.0 million and \$57.7 million, respectively, at January 28, 2017. If operating results decline below the Company's expectations, additional impairment charges may be recorded in the future.

4. Share-Based Compensation

Chinos Holdings, Inc. 2011 Equity Incentive Plan

On March 4, 2011, the Parent adopted the Chinos Holdings, Inc. 2011 Equity Incentive Plan (the "2011 Plan"), which authorizes equity awards to be granted for up to 91,740,627 shares of the common stock of the Parent. The types of equity awards issued from the 2011 Plan include: (i) stock options that become exercisable over the requisite service period, (ii) stock options that only become exercisable when certain owners of the Parent receive a specified level of cash proceeds, as defined in the equity incentive plan, from the sale of their initial investment, (iii) restricted stock that vests over the requisite service period, and (iv) restricted stock that vests when certain performance conditions are met.

Accounting for Option Exchange

In the second quarter of fiscal 2016, the Parent completed an option exchange program (the "Option Exchange") which allowed eligible associates of the Company to exchange outstanding options for options with an exercise price of \$0.10 per share. The new awards will vest over a four year period. The Option Exchange resulted in no incremental fair value of the options when comparing the value of the options immediately before and immediately after the exchange. Therefore, there is no additional expense in connection with the Option Exchange.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

A summary of the shares available for grant as equity awards under the 2011 Plan is as follows:

	<u>Shares</u>
Available for grant at January 30, 2016	15,225,070
Cancelled pursuant to Option Exchange	51,401,962
Reissued pursuant to Option Exchange	(51,401,962)
Granted as options	(9,120,000)
Granted as restricted stock	(8,380,000)
Forfeited and available for reissuance	6,292,550
Available for grant at January 28, 2017	<u>4,017,620</u>

Stock Options

In fiscal 2016, the Company granted 9,120,000 stock option awards outside of the option exchange. The fair value of stock options was estimated at the date of grant using an option pricing model with the following weighted average assumptions:

<u>Option Valuation Assumptions</u>	<u>Fiscal 2016</u>	<u>Fiscal 2015</u>	<u>Fiscal 2014</u>
Risk-free interest rates(1)	1.5%	1.8%	1.8%
Dividend yield	—	—	—
Expected volatility(2)	50.3%	49.7%	53.2%
Expected term(3)	10.0	6.5	6.5

- (1) Based on the U.S. Treasury yield curve in effect at the time of grant.
(2) Based on average volatility of stock prices of companies in a peer group analysis.
(3) Represents the period of time (in years) options are expected to be outstanding.

The weighted-average grant-date fair value of options granted was \$0.00, \$0.01, and \$0.37 in fiscal 2016, fiscal 2015 and fiscal 2014, respectively.

As of January 28, 2017, there was \$1.1 million of total unrecognized compensation cost related to non-vested options that is expected to be recognized over the remaining weighted-average vesting period of 3.5 years. Expense associated with the options exercisable when certain owners of the Parent receive a specified level of cash proceeds will not be recognized until that event is probable.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

A summary of stock option activity under the 2011 Plan is as follows:

	<u>Shares</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Term (in years)</u>	<u>Aggregate Intrinsic Value (in millions)</u>
Outstanding at January 30, 2016	58,781,462	\$ 0.31		
Cancelled pursuant to Option Exchange	(51,401,962)	\$ 0.31		
Reissued pursuant to Option Exchange	51,401,962	\$ —		
Granted	9,120,000	\$ —		
Exercised	—	\$ —		
Forfeited	(6,292,550)	\$ 0.23		
Outstanding at January 28, 2017	<u>61,608,912</u>	<u>\$ 0.10</u>	<u>9.3</u>	\$ —
Exercisable at January 28, 2017	<u>12,737,554</u>	<u>\$ 0.11</u>	<u>9.3</u>	\$ —
Expected to vest at January 28, 2017	<u>46,251,756</u>	<u>\$ 0.10</u>	<u>9.3</u>	\$ —

A summary of stock option vesting activity under the 2011 Plan is as follows:

	<u>Shares</u>	<u>Weighted Average Grant Date Fair Value</u>
Unvested at January 30, 2016	36,220,225	\$ 0.30
Cancelled pursuant to Option Exchange	(27,454,455)	\$ 0.36
Reissued pursuant to Option Exchange	39,428,208	\$ —
Granted	9,120,000	\$ —
Vested	(3,551,570)	\$ 0.38
Forfeited	(4,891,050)	\$ 0.10
Unvested at January 28, 2017	<u>48,871,358</u>	\$ —

A summary of stock option activity for awards rolled over by management during the Acquisition is as follows:

	<u>Shares</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Term (in years)</u>	<u>Aggregate Intrinsic Value (in millions)</u>
Outstanding at January 30, 2016	2,180,331	\$ 0.25		
Exercised	—	\$ —		
Forfeited	(15,000)	\$ 0.25		
Outstanding at January 28, 2017	<u>2,165,331</u>	<u>\$ 0.25</u>	<u>4.1</u>	\$ —
Exercisable at January 28, 2017	<u>2,165,331</u>	<u>\$ 0.25</u>	<u>4.1</u>	\$ —

The aggregate intrinsic value of options exercised during fiscal 2016, fiscal 2015 and fiscal 2014 was \$0, \$0 and \$261, respectively. The total fair value of stock options vested during fiscal 2016, fiscal 2015 and fiscal 2014 was \$0, \$1,031 and \$5,848.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

Restricted Stock

In fiscal 2016, the Company issued 8,380,000 shares of restricted stock, of which 4,230,000 shares vest over the requisite service periods of two to five years and 4,150,000 shares vest when certain performance conditions are met. The fair value of the restricted stock grant was zero.

A summary of restricted stock activity under the 2011 Plan is as follows:

	<u>Shares</u>	<u>Weighted Average Grant Date Fair Value</u>
Outstanding at January 30, 2016	4,061,494	\$ 0.01
Granted	8,380,000	\$ —
Vested	(561,494)	\$ 0.08
Forfeited	—	\$ —
Outstanding at January 28, 2017	<u>11,880,000</u>	\$ —

5. Property and Equipment

A summary of property and equipment, net is as follows:

	<u>January 28, 2017</u>	<u>January 30, 2016</u>
Land	\$ 3,784	\$ 3,784
Buildings and improvements	29,320	29,328
Fixtures and equipment	274,268	274,721
Leasehold improvements	319,510	309,285
Asset retirement obligations	210	183
Construction in progress	15,247	27,764
	<u>642,339</u>	<u>645,065</u>
Less accumulated depreciation and amortization	(280,152)	(246,821)
	<u>\$ 362,187</u>	<u>\$ 398,244</u>

6. Other Current Liabilities

A summary of other current liabilities is as follows:

	<u>January 28, 2017</u>	<u>January 30, 2016</u>
Customer liabilities	\$ 41,968	\$ 43,586
Accrued compensation	19,644	10,324
Reserve for sales returns	11,157	10,731
Deferred revenue	6,950	7,205
Taxes, other than income taxes	3,764	5,230
Accrued occupancy	2,005	2,683
Other, primarily accrued operating expenses	71,653	78,006
	<u>\$ 157,141</u>	<u>\$ 157,765</u>

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7. Long-term Debt and Credit Agreements

A summary of long-term debt is as follows:

	<u>January 28, 2017</u>	<u>January 30, 2016</u>
Term Loan Facility	\$ 1,527,825	\$ 1,539,578
Less: current portion	(15,670)	(15,670)
Less: deferred financing costs	(13,095)	(16,301)
Less: discount	(4,570)	(5,690)
Long-term debt, net	<u>\$ 1,494,490</u>	<u>\$ 1,501,917</u>
Borrowings under the ABL Facility	<u>\$ —</u>	<u>\$ —</u>

ABL Facility

The Company has an ABL Facility, which is governed by an asset-based credit agreement with Bank of America, N.A., as administrative agent and the other agents and lenders party thereto, that provides for a \$350 million senior secured asset-based revolving line of credit (which may be increased by up to \$100 million in certain circumstances), subject to a borrowing base limitation. The ABL Facility includes borrowing capacity in the form of letters of credit up to \$200 million, and up to \$25 million in U.S. dollars for loans on same-day notice, referred to as swingline loans, and is available in U.S. dollars, Canadian dollars and Euros. Any amounts outstanding under the ABL Facility are due and payable in full on the maturity date. On November 17, 2016, the ABL Facility was amended to extend the scheduled maturity date from December 10, 2019 to November 17, 2021.

Loans drawn under the ABL Facility bear interest at a rate per annum equal to, at Group's option, any of the following, plus, in each case, an applicable margin: (a) in the case of loans in U.S. dollars, a base rate determined by reference to the highest of (1) the prime rate of Bank of America, N.A., (2) the federal funds effective rate plus 0.50% and (3) a LIBOR determined by reference to the costs of funds for U.S. dollar deposits for an interest period of one month adjusted for certain additional costs, plus 1.00%; (b) in the case of loans in U.S. dollars or in Euros, a LIBOR determined by reference to the costs of funds for deposits in the relevant currency for the interest period relevant to such loan adjusted for certain additional costs; (c) in the case of loans in Canadian dollars, the average offered rate for Canadian dollar bankers' acceptances having an identical term of the applicable loan; and (d) in the case of loans in Canadian dollars, a fluctuating rate determined by reference to the higher of (1) the average offered rate for 30 day Canadian dollar bankers' acceptances plus 0.50% and (2) the prime rate of Bank of America, N.A. for loans in Canadian dollars. The applicable margin for loans under the ABL Facility varies based on Group's average historical excess availability and ranges from 0.25% to 0.75% with respect to base rate loans and loans in Canadian dollars bearing interest at the rate described in the immediately preceding clause (d), and from 1.25% to 1.75% with respect to LIBOR loans and loans in Canadian dollars bearing interest at the rate described in the immediately preceding clause (c). In addition, Group is required to pay a commitment fee of 0.25% per annum, in respect of the unutilized commitments under the ABL Facility, as well as customary letter of credit and agency fees.

All obligations under the ABL Facility are unconditionally guaranteed by Group's immediate parent and certain of Group's existing and future wholly owned domestic subsidiaries (referred to herein as the subsidiary guarantors) and are secured, subject to certain exceptions, by substantially all of Group's assets and the assets of Group's immediate parent and the subsidiary guarantors, including, in each case subject to customary exceptions and exclusions:

- a first-priority security interest in personal property consisting of accounts receivable, inventory, cash, deposit accounts (other than any designated deposit accounts containing solely the proceeds of collateral with respect to which the obligations under the ABL Facility have only a second-priority security interest), securities accounts, commodities accounts and certain assets related to the foregoing and, in each case, proceeds thereof (such property, the "Current Asset Collateral");
- a second-priority pledge of all of Group's capital stock directly held by Group's immediate parent and a second priority pledge of all of the capital stock directly held by Group and any subsidiary guarantors (which pledge, in the case of the capital stock of each (a) domestic subsidiary that is directly owned by Group or by any subsidiary guarantor and that is a disregarded entity for United States Federal income tax purposes substantially all of the assets of which consist of equity interests in one or more foreign subsidiaries or (b) foreign subsidiary, is limited to 65% of the stock of such subsidiary); and

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- a second-priority security interest in substantially all other tangible and intangible assets, including substantially all of the Company's owned intellectual property.

The ABL Facility includes restrictions on Group's ability and the ability of certain of its subsidiaries to, among other things, incur or guarantee additional indebtedness, pay dividends (including to the Parent) on, or redeem or repurchase, capital stock, make certain acquisitions or investments, materially change its business, incur or permit to exist certain liens, enter into transactions with affiliates or sell its assets to, or merge or consolidate with or into, another company. In addition, from the time when excess availability under the ABL Facility is less than the greater of (a) 10.0% of the lesser of (1) the commitment amount and (2) the borrowing base and (b) \$27.5 million, until the time when Group has excess availability under the ABL Facility equal to or greater than the greater of (a) 10.0% of the lesser of (1) the commitment amount and (2) the borrowing base and (b) \$27.5 million for 30 consecutive days, the credit agreement governing the ABL Facility requires Group to maintain a Fixed Charge Coverage Ratio (as defined in the ABL Facility) tested as of the last day of each fiscal quarter, of not less than 1.0 to 1.0.

Although Group's immediate parent is not generally subject to the negative covenants under the ABL Facility, such parent is subject to a holding company covenant that limits its ability to engage in certain activities.

The credit agreement governing the ABL Facility additionally contains certain customary representations and warranties, affirmative covenants and provisions relating to events of default, including without limitation, a cross-default according to the terms of any indebtedness with an aggregate principal amount of \$35 million or more. If an event of default occurs under the ABL Facility, the lenders may declare all amounts outstanding under the ABL Facility immediately due and payable. In such event, the lenders may exercise any rights and remedies they may have by law or agreement, including the ability to cause all or any part of the collateral securing the ABL Facility to be sold.

On January 28, 2017, standby letters of credit were \$22.8 million, excess availability, as defined, was \$327.2 million, and there were no borrowings outstanding. Average short-term borrowings under the ABL Facility were \$10.2 million and \$17.5 million in fiscal 2016 and fiscal 2015, respectively.

Demand Letter of Credit Facilities

The Company has unsecured, demand letter of credit facilities with HSBC and Bank of America which provide for the issuance of up to \$50 million and \$20 million, respectively, of documentary letters of credit on a no fee basis. On January 28, 2017, outstanding documentary letters of credit were \$8.4 million, and aggregate availability under these facilities was \$61.6 million.

Term Loan Facility

On March 5, 2014, the Company refinanced its Term Loan Facility, the proceeds of which were used to (i) refinance amounts outstanding under the former term loan facility of \$1,167 million and (ii) together with cash on hand, redeem in full \$400 million of 8.125% senior notes due 2019 (the "Senior Notes"), and to pay fees, call premiums and accrued interest to the date of redemption, pursuant to the indenture governing the Senior Notes. The maturity date of the Term Loan Facility is March 5, 2021.

Borrowings under the Term Loan Facility bear interest at a rate per annum equal to an applicable margin plus, at Group's option, either (a) LIBOR determined by reference to the costs of funds for U.S. dollar deposits for an interest period of one month adjusted for certain additional costs (subject to a floor) or (b) a base rate determined by reference to the highest of (1) the prime rate of Bank of America, N.A., (2) the federal funds effective rate plus 0.50% and (3) a LIBOR determined by reference to the costs of funds for U.S. dollar deposits for an interest period of one month adjusted for certain additional costs, plus 1.00%.

The Company is required to make principal repayments equal to 0.25% of the original principal amount of the Term Loan Facility, or \$3.9 million, on the last day of January, April, July, and October. The Company is also required to repay the term loan based on an annual calculation of excess cash flow, as defined in the agreement.

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All obligations under the Term Loan Facility are unconditionally guaranteed by Group's immediate parent and the subsidiary guarantors and are secured, subject to certain exceptions, by substantially all of Group's assets and the assets of Group's immediate parent and the subsidiary guarantors, including, in each case subject to customary exceptions and exclusions:

- a first-priority pledge of all of Group's capital stock directly held by Group's immediate parent and a first-priority pledge of all of the capital stock directly held by Group and the subsidiary guarantors (which pledge, in the case of the capital stock of each (a) domestic subsidiary that is directly owned by Group or by any subsidiary guarantor and that is a disregarded entity for United States Federal income tax purposes substantially all of the assets of which consist of equity interests in one or more foreign subsidiaries or (b) foreign subsidiary, is limited to 65% of the stock of such subsidiary);
- a first-priority security interest in substantially all of Group's immediate parent's, Group's and the subsidiary guarantor's other tangible and intangible assets (other than the assets described in the following bullet point), including substantially all of the Company's real property and intellectual property, and designated deposit accounts containing solely the proceeds of collateral with respect to which the obligations under the Term Loan Facility have a first-priority security interest; and
- a second-priority security interest in Current Asset Collateral.

The Term Loan Facility includes restrictions on Group's ability and the ability of Group's immediate parent and certain of Group's subsidiaries to, among other things, incur or guarantee additional indebtedness, pay dividends (including to the Parent) on, or redeem or repurchase, capital stock, make certain acquisitions or investments, materially change the business of the Company, incur or permit to exist certain liens, enter into transactions with affiliates or sell the Company's assets to, or merge or consolidate with or into, another company.

The credit agreement governing the Term Loan Facility does not require the Company to comply with any financial maintenance covenants, but contains certain customary representations and warranties, affirmative covenants and provisions relating to events of default, including without limitation, a cross-default according to the terms of any indebtedness with an aggregate principal amount of \$35 million or more. If an event of default occurs under the Term Loan Facility, the lenders may declare all amounts outstanding under the Term Loan Facility immediately due and payable. In such event, the lenders may exercise any rights and remedies they may have by law or agreement, including the ability to cause all or any part of the collateral securing the Term Loan Facility to be sold.

The interest rate on the borrowings outstanding under the Term Loan Facility was 4.00% on January 28, 2017. The applicable margin in effect for base rate borrowings was 2.00% and the LIBOR Floor and applicable margin with respect to LIBOR borrowings were 1.00% and 3.00%, respectively, at January 28, 2017.

On December 30, 2016, Bank of America, N.A. ("BAML") resigned as administrative agent under the Company's Term Loan Facility. Effective as of January 29, 2017, Wilmington Savings Fund Society, FSB was appointed to replace BAML as administrative agent under its Term Loan Facility.

On February 1, 2017, the Company filed a complaint in the New York State Supreme Court, Commercial Division, against Wilmington Savings Fund Society, FSB, as successor agent under the Term Loan Facility seeking a declaration from the court that its actions with respect to certain intellectual property assets are in full compliance with the terms of the Company's Term Loan Facility. The Company asserts that any attempt by the successor agent or the ad hoc group of lenders under its Term Loan Facility to challenge its actions is invalid and intend to vigorously assert its rights under its Term Loan Facility. The Company has been in compliance with its covenants under the terms of the agreement.

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Interest Expense

A summary of the components of interest expense is as follows:

	For the Year Ended		
	January 28, 2017	January 30, 2016	January 31, 2015
Term Loan Facility (refinanced on March 5, 2014)	\$ 62,027	\$ 62,660	\$ 61,877
Realized hedging losses	10,472	218	770
Amortization of deferred financing costs and debt discount	5,021	5,030	5,657
Senior Notes (redeemed on March 5, 2014)	—	—	5,314
Other, net of interest income of \$67, \$180, and \$324	1,839	1,893	734
Interest expense, net	<u>\$ 79,359</u>	<u>\$ 69,801</u>	<u>\$ 74,352</u>

Loss on Refinancings

A summary of the components of the loss on refinancings is as follows:

	For the Year Ended		
	January 28, 2017	January 30, 2016	January 31, 2015
Write-off of deferred financing costs	\$ 435	\$ —	\$ 15,797
Prior unrealized losses on cash flow hedges (see note 8)	—	—	22,380
Call premium on Senior Notes (redeemed on March 5, 2014)	—	—	16,252
Other financing costs	—	—	4,531
Loss on refinancings	<u>\$ 435</u>	<u>\$ —</u>	<u>\$ 58,960</u>

8. Derivative Financial Instruments

In August 2014, the Company entered into interest rate cap and swap agreements that limit exposure to interest rate increases on a portion of the Company's floating rate indebtedness. The interest rate cap agreements covered notional amounts of \$400 million and capped LIBOR at 2.00% from March 2015 to March 2016. The interest rate swap agreements cover a notional amount of \$800 million from March 2016 to March 2019 and carry a fixed rate of 2.56% plus the applicable margin.

The Company designated the interest rate swap agreements as cash flow hedges. As cash flow hedges, unrealized gains are recognized as assets while unrealized losses are recognized as liabilities. The interest rate swap agreements are highly correlated to the changes in interest rates to which the Company is exposed. Unrealized gains and losses on this instrument are designated as effective or ineffective. The effective portion of such gains or losses is recorded as a component of accumulated other comprehensive loss, while the ineffective portion of such gains or losses is recorded as a component of interest expense. Future realized gains and losses in connection with each required interest payment will be reclassified from accumulated other comprehensive loss to interest expense.

The fair values of the interest rate swap agreements are estimated using industry standard valuation models using market-based observable inputs, including interest rate curves (level 2). Liabilities for interest rate swaps, included in other liabilities, were \$18.6 million and \$31.1 million at January 28, 2017 and January 30, 2016, respectively.

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9. Fair Value Measurements

The Company uses a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

- Level 1 – Quoted prices in active markets for identical assets or liabilities.
- Level 2 – Observable inputs, other than quoted prices included in Level 1, such as quoted prices for markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

Financial assets and liabilities

The fair value of the Company's debt was estimated to be \$878 million and \$1,051 million at January 28, 2017 and January 30, 2016 based on quoted market prices of the debt (level 1 inputs).

The Company's interest rate swap agreements are measured in the financial statements at fair value on a recurring basis. See note 8 for more information regarding the fair value of this financial liability.

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, accounts payable and other current liabilities approximate fair value because of their short-term nature.

Non-financial assets and liabilities

Certain non-financial assets, including goodwill, the intangible asset for the J.Crew trade name, and certain long-lived assets, have been written down and measured in the financial statements at fair value. The Company does not have any other non-financial assets or liabilities as of January 28, 2017 or January 30, 2016 that are measured on a recurring basis in the financial statements at fair value.

The Company assesses the recoverability of goodwill and intangibles whenever there are indicators of impairment, or at least annually in the fourth quarter. If the recorded carrying value of an intangible asset exceeds its fair value, the Company records a charge to write down the intangible asset to its fair value. Impairment charges of goodwill are based on fair value measurements derived using a combination of an income approach, specifically the discounted cash flow, a market approach, and a transaction approach. Impairment charges of intangible assets are based on fair value measurements derived using an income approach, specifically relief from royalty method; a revenue and royalty rate approach. The valuation methodologies incorporate unobservable inputs reflecting significant estimates and assumptions made by management (level 3 inputs). For more information related to goodwill and intangible asset impairment charges, see note 3.

The Company performs impairment tests of certain long-lived assets whenever there are indicators of impairment. These tests typically contemplate assets at a store level (e.g. leasehold improvements). The Company recognizes an impairment loss when the carrying value of a long-lived asset is not recoverable in light of the undiscounted future cash flows and measures an impairment loss as the difference between the carrying amount and fair value of the asset based on discounted future cash flows. The Company has determined that the future cash flow approach (level 3 inputs) provides the most relevant and reliable means by which to determine fair value in this circumstance.

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A summary of the impact of the impairment of certain long-lived assets on financial condition and results of operations is as follows:

	For the Year Ended January 28, 2017	For the Year Ended January 30, 2016	For the Year Ended January 31, 2015
Carrying value of long-term assets written down to fair value	\$ —	\$ 1,349	\$ —
Impairment charge	\$ 7,752	\$ 4,522	\$ 2,785

10. Commitments and Contingencies

Operating Leases

As of January 28, 2017, the Company was obligated under various long-term operating leases, which require minimum annual rent for retail and factory stores, office space and equipment.

These operating leases expire on varying dates through 2028. A summary of aggregate minimum rent at January 28, 2017 is as follows:

Fiscal year	Amount
2017	\$ 190,336
2018	\$ 171,253
2019	\$ 147,623
2020	\$ 131,691
2021	\$ 122,946
Thereafter	\$ 262,046

Certain of these leases include renewal options and escalation clauses and provide for contingent rent based upon sales and require the lessee to pay taxes, insurance and other occupancy costs.

Rent expense was \$186,960 in fiscal 2016, \$185,866 in fiscal 2015, and \$174,411 in fiscal 2014 (including contingent rent, based on store sales, of \$3,977, \$4,510, and \$5,193, respectively).

Employment Agreements

The Company is party to employment agreements with certain executives, which provide for compensation and certain other benefits. The agreements also provide for severance payments under certain circumstances.

Litigation

The Company is subject to various legal proceedings and claims arising in the ordinary course of business. Management does not expect that the results of any of these legal proceedings, either individually or in the aggregate, would have a material effect on the Company's financial position, results of operations or cash flows. As of January 28, 2017, the Company has recorded a reserve for certain legal contingencies in connection with ongoing claims and litigation. The reserve is not material to its results of operations. In addition, there are certain other claims and legal proceedings pending against the Company for which accruals have not been established.

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On February 1, 2017, the Company filed a complaint in the New York State Supreme Court, Commercial Division, against Wilmington Savings Fund Society, FSB, as successor agent under the Term Loan Facility seeking a declaration from the court that its actions with respect to certain intellectual property assets are in full compliance with the terms of the Company's Term Loan Facility. The Company asserts that any attempt by the successor agent or the ad hoc group of lenders under its Term Loan Facility to challenge its actions is invalid and intend to vigorously assert its rights under its Term Loan Facility.

11. Employee Benefit Plan

The Company has a 401(K) Savings Plan pursuant to Section 401 of the Internal Revenue Code whereby all eligible associates may contribute up to 25% of their annual base salaries subject to certain limitations. The Company's contribution is based on a percentage formula set forth in the plan agreement. Company contributions to the 401(K) Savings Plan were \$5,730 in fiscal 2016, \$5,720 in fiscal 2015, and \$5,714 in fiscal 2014.

12. Other Revenues

A summary of the components of other revenues is as follows:

	<u>For the Year Ended January 28, 2017</u>	<u>For the Year Ended January 30, 2016</u>	<u>For the Year Ended January 31, 2015</u>
Shipping and handling fees	\$ 31,525	\$ 29,508	\$ 26,133
Revenues from third party resellers	29,107	24,088	9,012
Other	5,208	4,539	4,101
Total	<u>\$ 65,840</u>	<u>\$ 58,135</u>	<u>\$ 39,246</u>

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13. Income Taxes

Group is included in the consolidated federal income tax return of its Parent, which includes all of its wholly owned subsidiaries. Pursuant to its tax sharing policy, Group calculates its tax liabilities on a standalone basis and provides accordingly in its consolidated financial statements. Each subsidiary files separate, or combined where required, state tax returns in required jurisdictions. Group and its subsidiaries have entered into a tax sharing agreement providing that each of the subsidiaries will reimburse Group for its share of income taxes based on the proportion of such subsidiaries' tax liability on a separate return basis to the total tax liability of Group.

A summary of the components of the benefit for income taxes is as follows:

<i>(Dollars in millions)</i>	For the Year Ended January 28, 2017	For the Year Ended January 30, 2016	For the Year Ended January 31, 2015
Current:			
Federal	\$ (3.8)	\$ (1.2)	\$ 9.9
State and local	1.8	5.1	4.5
Foreign	(0.2)	—	0.1
	<u>(2.2)</u>	<u>3.9</u>	<u>14.5</u>
Deferred:			
Federal	(10.5)	(127.4)	(63.6)
State and local	5.4	(23.8)	(11.4)
Foreign	—	—	—
	<u>(5.1)</u>	<u>(151.2)</u>	<u>(75.0)</u>
Total income taxes (benefit) recorded on the consolidated statement of operations	<u>(7.3)</u>	<u>(147.3)</u>	<u>(60.5)</u>
Income taxes charged (credited) to shareholders' equity (deficit):			
Deferred income taxes (benefit) arising from the change in financial instrument liability credited to OCI	4.4	(4.4)	1.9
Total income taxes	<u>\$ (2.9)</u>	<u>\$ (151.7)</u>	<u>\$ (58.6)</u>

A reconciliation between the effective tax and the U.S. federal statutory income tax rate is as follows:

	For the Year Ended January 28, 2017	For the Year Ended January 30, 2016	For the Year Ended January 31, 2015
Federal income tax rate	35.0%	35.0%	35.0%
Foreign rate differential	19.5	0.6	0.5
Income tax credits	3.7	—	—
Goodwill impairment	—	(25.6)	(27.4)
State and local income taxes, net of federal benefit	(4.0)	0.9	0.6
Uncertain tax positions	(7.1)	(0.3)	(0.3)
Valuation allowances	(26.7)	(0.4)	(0.6)
Other	3.3	0.4	0.6
Effective tax rate	<u>23.7%</u>	<u>10.6%</u>	<u>8.4%</u>

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A summary of the tax effect of temporary differences which give rise to deferred tax assets and liabilities is as follows:

<i>(Dollars in millions)</i>	<u>January 28, 2017</u>	<u>January 30, 2016</u>
Deferred tax assets:		
Rent	\$ 35.4	\$ 40.1
Customer liabilities	13.4	12.4
Foreign net operating losses	13.2	8.9
Share-based payments	11.3	10.9
Charitable contribution carryforward	9.4	9.3
Financial instruments	8.0	12.7
Transaction costs	7.4	8.2
State taxes and interest	5.5	5.1
Sales returns	4.3	4.1
State net operating losses	1.6	1.2
Tax credit carryforward	1.1	—
Other	<u>3.7</u>	<u>4.3</u>
	114.3	117.2
Less: Valuation allowance	<u>(20.3)</u>	<u>(12.1)</u>
Deferred tax assets, net of valuation allowance	<u>94.0</u>	<u>105.1</u>
Deferred tax liabilities:		
Intangible assets	(170.8)	(172.6)
Difference in book and tax basis for property and equipment	(55.2)	(65.5)
Prepaid catalog and other prepaid expenses	(16.2)	(15.8)
Deferred tax liabilities	<u>(242.2)</u>	<u>(253.9)</u>
Net deferred income tax liability	<u>\$ (148.2)</u>	<u>\$ (148.8)</u>

The financial statements of the Company reflect a benefit for income taxes at the Group level. The federal tax return, however, is filed at the Parent level. The difference between the entity at which the provision is calculated and the entity which files the tax return gives rise to intercompany balances. A summary of the components of the income taxes payable to Parent is as follows:

	<u>January 28, 2017</u>	<u>January 30, 2016</u>
Refundable income taxes of Parent	\$ 8,247	\$ 10,196
Due to Parent	<u>(33,462)</u>	<u>(17,282)</u>
Income taxes payable to Parent	<u>\$ (25,215)</u>	<u>\$ (7,086)</u>

In the third quarter of fiscal 2016, the Parent filed its federal income tax return for the tax year ended January 2016, which reflected a taxable loss of \$66 million. The loss was carried back to the tax year ended January 2014 and gave rise to refundable income taxes of \$23 million, which the Company collected in the fourth quarter of fiscal 2016.

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The Company regularly assesses the need for a valuation allowance related to its deferred tax assets. In making that assessment, the Company considers both positive and negative evidence related to the likelihood of realization of the deferred tax assets to determine, based on a weighing process of available evidence, whether it is more-likely-than-not that its deferred tax assets will not be realized. In that weighing process, the Company assigns significant weight to the negative evidence of its cumulative losses in recent years. As a result, in fiscal 2016, the Company determined that the negative evidence outweighed the positive evidence, and recorded a non-cash charge to income tax expense of \$8.2 million to record a valuation allowance related to its deferred tax assets balance. This accounting treatment has no effect on the Company's ability to utilize deferred tax assets to reduce future cash tax payments. The Company will continue to assess the likelihood that the deferred tax assets will be realizable at the end of each reporting period and the valuation allowance will be adjusted accordingly.

It is the Company's intention to permanently reinvest undistributed earnings and profits from the Company's foreign operations that have been generated through January 28, 2017. Future plans do not demonstrate a need to repatriate the foreign amounts to fund U.S. operations. Cumulative undistributed earnings of international subsidiaries were \$69.8 million at January 28, 2017. No deferred federal income taxes were provided for the undistributed earnings as they are permanently reinvested in the Company's international operations. Cash held by the Company's foreign subsidiaries is \$21.4 million, valued in U.S. dollars, at January 28, 2017.

As of January 28, 2017, the Company has \$24.6 million in liabilities associated with uncertain tax positions (including interest and penalties of \$2.5 million) reflected in other liabilities. The amount, if recognized, that would affect the effective tax rate is \$17.5 million. While the Company expects the amount of unrecognized tax benefits to change in the next 12 months, the change is not expected to have a significant effect on the estimated effective annual tax rate, financial position, results of operations or cash flows. However, the outcome of tax matters is uncertain and unforeseen results can occur.

A roll-forward of unrecognized tax benefits is as follows:

<i>(Dollars in millions)</i>	For the Year Ended January 28, 2017	For the Year Ended January 30, 2016
Balance at beginning of period	\$ 23.4	\$ 18.1
Additions for tax positions taken during current year	5.2	6.1
Additions for tax positions taken during prior years	—	1.0
Reductions for tax positions taken during prior years	(0.4)	(0.7)
Settlements	(0.2)	—
Expirations of statutes of limitations	(2.0)	(1.1)
Balance at end of period	<u>\$ 26.0</u>	<u>\$ 23.4</u>

During fiscal 2016, the IRS concluded its examination of the federal income tax returns for the periods ended January 2012 and January 2013. The tax periods ended January 2014 and January 2016 are currently under examination. Various state and local jurisdiction tax authorities are in the process of examining income tax returns for certain tax years ranging from 2009 to 2014. The results of these audits and appeals are not expected to have a significant effect on the results of operations or financial position.

As of January 28, 2017, the Company has state and local net operating loss carryovers, net of unrecognized tax benefits, of approximately \$33.7 million. These carryovers are available to offset future taxable income for state and local tax purposes and expire primarily in May 2028.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

14. Related Party Transactions

Madewell Trademark

On October 20, 2005, the Company, Millard Drexler, Chairman of the Board and Chief Executive Officer and Millard S. Drexler, Inc. entered into a Trademark License Agreement whereby Mr. Drexler granted the Company a thirty-year exclusive, worldwide license to use the Madewell trademark and associated intellectual property rights owned by him (the "Properties"). In consideration for the license, the Company reimbursed Mr. Drexler's actual costs expended in acquiring and developing the Properties (which amounted to \$242,300) and agreed to pay royalties of \$1 per year during the term of the license. In January 2007, the Company provided notice to Mr. Drexler that the Company had met certain conditions outlined in the agreement, and Mr. Drexler assigned to the Company all of his residual rights in the Properties. The Company also agreed that it would not assign or spin off ownership of the Properties during the term of Mr. Drexler's employment without his consent other than as part of a sale of the entire Company (except that the Company may pledge or hypothecate its interest in the Properties as part of a bank or other financings).

Chinos Intermediate Holdings A, Inc. Senior PIK Toggle Note

On November 4, 2013 in a private transaction, Chinos Intermediate Holdings A, Inc. (the "Issuer"), an indirect parent holding company of Group, issued \$500 million aggregate principal of 7.75/8.50% Senior PIK Toggle Notes due May 1, 2019 (the "PIK Notes"). The PIK Notes pay interest semi-annually on May 1 and November 1 of each year. Interest for the first and final interest periods is required to be paid in cash at the cash interest rate of 7.75%. For each other interest period, the Issuer is required to pay interest in cash, unless certain conditions are satisfied, in which case the Issuer may elect to pay PIK interest either by increasing the principal amount or issuing new notes. The PIK interest rate is equal to the cash interest rate plus 75 basis points, or 8.50%.

The net proceeds of \$490 million from this offering were used by the Issuer to fund a cash dividend of \$484 million to equity holders, and dividend equivalent compensation payments of \$6.1 million to certain equity-award holders.

The PIK Notes are: (i) senior unsecured obligations of the Issuer, (ii) structurally subordinated to all of the liabilities of the Issuer's subsidiaries, and (iii) not guaranteed by any of the Issuer's subsidiaries, including Group, and therefore are not recorded in the financial statements of the Company. The PIK Notes provide for redemption at certain prices, including with respect to a change in control or equity offering.

During fiscal 2016, the Issuer made interest payments on the PIK Notes by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. On October 28, 2016, the Issuer also delivered notice to U.S. Bank N.A., as trustee, under the indenture governing the PIK Notes, that with respect to the interest that will be due on such notes on the May 1, 2017 interest payment date, the Issuer will make such interest payment by paying in kind at the PIK interest rate of 8.50% instead of paying in cash. The PIK election will increase the outstanding principal balance of the PIK Notes by \$23.1 million to \$566.5 million. Therefore, the Company will not pay a dividend to the Issuer in the second quarter of fiscal 2017. Pursuant to the terms of the indenture governing the PIK Notes, the Issuer intends to evaluate this option prior to the beginning of each interest period based on relevant factors at that time.

The Company has recorded a receivable of \$2.2 million due from its indirect parent, included in prepaid expenses and other current assets, related to the payment in fiscal 2016 of certain transactions costs on behalf of the Issuer.

15. Recent Accounting Pronouncements

In May 2014, a pronouncement was issued that clarified the principles of revenue recognition, which standardizes a comprehensive model for recognizing revenue arising from contracts with customers. The pronouncement is effective for fiscal years beginning after December 15, 2017. The Company is currently evaluating the impact of the new pronouncement on its consolidated financial statements.

In July 2015, a pronouncement was issued that more closely aligns the measurement of inventory in U.S. GAAP with International Financial Reporting Standards by requiring companies using the first-in, first-out and average costs methods to measure inventory using the lower of cost and net realizable value. The pronouncement is effective for fiscal years beginning after December 15, 2016. The Company is currently evaluating the impact of the new pronouncement on its consolidated financial statements.

J.CREW GROUP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
For the Years Ended January 28, 2017, January 30, 2016 and January 31, 2015
(Dollars in thousands, unless otherwise indicated)

In February 2016, a pronouncement was issued that requires lessees to recognize assets and liabilities on the balance sheet for leases with accounting lease terms of more than 12 months. The pronouncement is effective for fiscal years beginning after December 15, 2018. The Company is currently evaluating the impact of the new pronouncement on its consolidated financial statements. However, the adoption is expected to have a significant impact because most of the Company's leases will be subject to these new requirements.

In August 2016, a pronouncement was issued which aims to reduce the diversity in presentation and classification of the following specific cash flow issues: debt prepayment, settlement of zero-coupon bonds, contingent consideration, insurance proceeds, distributions received from equity method investees, beneficial interest in securitization transactions and separately identifiable cash flows. The pronouncement is effective for fiscal years beginning after December 15, 2017. The Company is currently evaluating the impact of the new pronouncement on its consolidated financial statements.

In January 2017, a pronouncement was issued that simplifies the measurement of goodwill impairment by no longer requiring an entity to perform a hypothetical purchase price allocation. Instead, impairment will be measured using the difference between the carrying amount and the fair value of the reporting unit. The pronouncement is effective for annual and interim periods in fiscal years beginning after December 15, 2019. The Company is currently evaluating the impact of the new pronouncement on its consolidated financial statements.

16. Quarterly Financial Information (Unaudited)

A summary of quarterly financial results for fiscal 2016 and fiscal 2015 is as follows:

<i>(in thousands)</i>	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
Fiscal 2016				
Total revenues	\$ 567,499	\$ 569,820	\$ 593,155	\$ 694,988
Gross profit	204,954	203,199	225,856	241,268
Net income (loss)	\$ (8,041)	\$ (8,627)	\$ (7,900)	\$ 1,054
Fiscal 2015				
Total revenues	\$ 581,804	\$ 593,649	\$ 619,415	\$ 710,959
Gross profit	216,523	203,385	239,216	236,447
Net loss (1)	\$ (462,411)	\$ (13,568)	\$ (759,663)	\$ (7,034)

(1) Includes the impact of the non-cash impairment losses recorded in the first and third quarters of fiscal 2015.

SCHEDULE II VALUATION AND QUALIFYING ACCOUNTS

	Beginning Balance	Charged to Cost and Expenses(a)	Charged to other Accounts	Deductions(a)	Ending Balance
	(in thousands)				
<i>Inventory reserve</i>					
(deducted from merchandise inventories)					
Year ended January 28, 2017	\$ 8,322	\$ 896	\$ —	\$ —	\$ 9,218
Year ended January 30, 2016	7,871	451	—	—	8,322
Year ended January 31, 2015	7,850	21	—	—	7,871
<i>Allowance for sales returns</i>					
(included in other current liabilities)					
Year ended January 28, 2017	\$ 10,731	\$ 426	\$ —	\$ —	\$ 11,157
Year ended January 30, 2016	12,158	—	—	1,427	10,731
Year ended January 31, 2015	12,464	—	—	306	12,158

(a) The inventory reserve and allowance for sales returns are evaluated at the end of each fiscal quarter and adjusted (increased or decreased) based on the quarterly evaluation. During each period, inventory write-downs and sales returns are charged to the statement of operations as incurred.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Document</u>
2.1	Agreement and Plan of Merger, dated November 23, 2010, by and among J.Crew Group, Inc., Chinos Holdings, Inc. and Chinos Acquisitions Corporation. Incorporated by reference to Exhibit 2.1 to the Form 8-K filed on November 26, 2010.
2.2	Amendment No. 1 to the Agreement and Plan of Merger, dated November 23, 2010, by and among J.Crew Group, Inc., Chinos Holdings, Inc. and Chinos Acquisitions Corporation, dated January 18, 2011. Incorporated by reference to Exhibit 2.1 to the Form 8-K filed on January 18, 2011.
3.1	Amended and Restated Certificate of Incorporation of J.Crew Group, Inc., adopted March 7, 2011. Incorporated by reference to Exhibit 3.1 to the Form 8-K filed on March 10, 2011.
3.2	Amended and Restated By-laws of J.Crew Group, Inc., adopted March 7, 2011. Incorporated by reference to Exhibit 3.2 to the Form 8-K filed on March 10, 2011.
Material Contracts	
10.1	Credit Agreement dated as of March 7, 2011 among Chinos Acquisition Corporation, which on March 7, 2011 was merged with and into J.Crew Group, Inc., with J.Crew Group, Inc. surviving such merger as the Borrower, Chinos Intermediate Holdings B, Inc., as Holdings, Bank of America, N.A., as Administrative Agent and Issuer, and the other Lenders and Issuers party thereto. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on March 10, 2011.
10.2	Credit Agreement dated as of March 7, 2011 among Chinos Acquisition Corporation, which on March 7, 2011 was merged with and into J.Crew Group, Inc., with J.Crew Group, Inc. surviving such merger as the Borrower, Chinos Intermediate Holdings B, Inc. as Holdings, Bank of America, N.A., as Administrative Agent, and the other Lenders party thereto. Incorporated by reference to Exhibit 10.2 to the Form 8-K filed on March 10, 2011.
10.3	Security Agreement dated as of March 7, 2011 among Chinos Acquisition Corporation, which on March 7, 2011 was merged with and into J.Crew Group, Inc., with J.Crew Group, Inc. surviving such merger as the Borrower, Chinos Intermediate Holdings B, Inc., as Holdings, the subsidiary guarantors party thereto from time to time, and Bank of America, N.A., as Collateral Agent under the ABL Facility. Incorporated by reference to Exhibit 10.3 to the Form 8-K filed on March 10, 2011.
10.4	Security Agreement dated as of March 7, 2011 among Chinos Acquisition Corporation, which on March 7, 2011 was merged with and into J.Crew Group, Inc., with J.Crew Group, Inc. surviving such merger as the Borrower, Chinos Intermediate Holdings B, Inc., as Holdings, the subsidiary guarantors party thereto from time to time, and Bank of America, N.A., as Collateral Agent under the Term Loan Facility. Incorporated by reference to Exhibit 10.4 to the Form 8-K filed on March 10, 2011.
10.5	Guaranty dated as of March 7, 2011 among Chinos Intermediate Holdings B, Inc., as Holdings, the other guarantors party hereto from time to time, and Bank of America, N.A., as Administrative Agent and Collateral Agent under the ABL Facility. Incorporated by reference to Exhibit 10.5 to the Form 8-K filed on March 10, 2011.
10.6	Guaranty dated as of March 7, 2011 among Chinos Intermediate Holdings B, Inc., as Holdings, the other guarantors party hereto from time to time, and Bank of America, N.A., as the Administrative Agent and Collateral Agent under the Term Loan Facility. Incorporated by reference to Exhibit 10.6 to the Form 8-K filed on March 10, 2011.
10.7	First Amendment to the Credit Agreement, dated as of October 11, 2012, by and among J.Crew Group, Inc., Chinos Intermediate Holdings B, Inc., Bank of America, N.A., as administrative agent and as collateral agent, and each lender party thereto. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on October 15, 2012.
10.8	Amendment No. 1 to the Credit Agreement, dated as of December 18, 2012, by and among J.Crew Group, Inc., Chinos Intermediate Holdings B, Inc., Bank of America, N.A., as administrative agent and each lender party thereto. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on December 18, 2012.
10.9	Amendment No. 2 to the Credit Agreement, dated as of February 4, 2013, by and among J.Crew Group, Inc., Chinos Intermediate Holdings B, Inc., Bank of America, N.A., as administrative agent and each lender party thereto. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on February 4, 2013.
10.10	Second Amendment to Credit Agreement, dated as of March 5, 2014, by and among J. Crew Group, Inc., Bank of America, N.A., as administrative agent and collateral agent, and each lender party thereto. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on March 11, 2014.
10.11	Amended and Restated Credit Agreement, dated as of March 5, 2014, by and among J. Crew Group, Inc., Chinos Intermediate Holdings B, Inc., Bank of America, N.A., as administrative agent and collateral agent, and each lender from time to time party thereto. Incorporated by reference to Exhibit 10.2 to the Form 8-K filed on March 11, 2014.

Exhibit No.	Document
10.12	Third Amendment to Credit Agreement, dated as of December 10, 2014, by and among J. Crew Group, Inc., Bank of America, N.A., as administrative agent and collateral agent, and each lender party thereto. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on December 11, 2014.
10.13	Fourth Amendment to Credit Agreement (Incremental Amendment), dated as of December 17, 2015, by and among J.Crew Group, Inc., Chinos Intermediate Holdings B, Inc., Bank of America, N.A., as administrative agent and as collateral agent, and each lender party thereto. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on December 18, 2015.
10.14	Fifth Amendment to Credit Agreement and Consent to release of Mortgages, dated as of November 17, 2016, by and among J. Crew Group, Inc., Chinos Intermediate Holdings B, Inc., Bank of America, N.A., as administrative agent and as collateral agent, and each lender party thereto. Incorporated by reference to Exhibit 10.1 to the Form 10-Q filed on November 22, 2016.
10.15	Trademark License Agreement by and among J.Crew Group, Inc., Millard S. Drexler and Millard S. Drexler, Inc. dated as of October 20, 2005. Incorporated by reference to Exhibit 10.2 to the Form 8-K filed on October 21, 2005.
10.16	Employment Agreement by and among J.Crew Group, Inc., Chinos Holdings, Inc. and Millard S. Drexler dated as of March 7, 2011. Incorporated by reference to Exhibit 10.8 to the Form 10-K filed on March 21, 2011.
10.17	Amended and Restated Employment Agreement, dated July 15, 2010, between J.Crew Group, Inc. and Jenna Lyons. Incorporated by reference to Exhibit 10.8 to the Form 10-Q filed on September 3, 2010.
10.18	Special Bonus Agreement, dated April 15, 2013, between J.Crew Group, Inc. and Jenna Lyons. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on April 16, 2013.
10.19	Letter Agreement, dated November 28, 2011, between J.Crew Group, Inc. and Libby Wadle. Incorporated by reference to Exhibit 10.1 to the Form 8-K filed on November 29, 2011.
10.20	Letter Agreement, dated December 3, 2015, between J.Crew Group, Inc. and Michael J. Nicholson. Incorporated by reference to Exhibit 10.20 to Form 10-K filed March 17, 2016.
10.21	Non-Disclosure, Non-Solicitation and Non-Competition and Dispute Resolution Agreement, dated January 22, 2013, between the Company and Joan Durkin. Incorporated by reference to Exhibit 10.20 to the Form 10-K filed on March 17, 2015.
10.22	Long Term Incentive Bonus Agreement, dated June 9, 2014, between J.Crew Group, Inc. and Lynda Markoe. Incorporated by reference to Exhibit 10.21 to the Form 10-K filed on March 17, 2015.
10.23	Long Term Incentive Bonus Agreement, dated May 11, 2015, between J.Crew Group, Inc. and Joan Durkin. Incorporated by reference to Exhibit 10.1 to the Form 10-Q filed on June 4, 2015.
10.24	Form of Indemnification Agreement between Chinos Holdings, Inc., Chinos Intermediate Holdings A, Inc., Chinos Intermediate Holdings B, Inc., J.Crew Group, Inc. and the directors thereof. †
10.25	Management Services Agreement, entered into as of March 7, 2011, between Chinos Acquisition Corporation, Chinos Intermediate Holdings A, Inc., Chinos Intermediate Holdings B, Inc., Chinos Holdings, Inc., TPG Capital, L.P., and Leonard Green and Partners, L.P. Incorporated by reference to Exhibit 10.14 to the Form S-4 filed on June 22, 2011.
10.26	Principal Investors Stockholders' Agreement, dated as of March 7, 2011, by and among Chinos Holdings, Inc., Chinos Acquisition Corporation, Chinos Intermediate Holdings A, Inc., Chinos Intermediate Holdings B, Inc. and the stockholder parties thereto. Incorporated by reference to Exhibit 10.15 to the Form S-4 filed on June 22, 2011.
10.27	Management Stockholders' Agreement, dated as of March 7, 2011, by and among Chinos Holdings, Inc., Chinos Intermediate Holdings A, Inc., Chinos Intermediate Holdings B, Inc., Chinos Acquisition Corporation, and the Principal Investors, the MD Investors and Managers named therein. Incorporated by reference to Exhibit 10.2 to the Form 10-Q filed on September 1, 2011.
Other Exhibits	
21.1	Subsidiaries of J.Crew Group, Inc. †
24.1	Power of Attorney †
31.1	Certification of chief executive officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. †
31.2	Certification of chief financial officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. †

Exhibit No.	Document
32.1	Certification of chief executive officer and chief financial officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*
101	Interactive data files pursuant to Rule 405 of Regulation S-T: (i) the Consolidated Balance Sheets at January 28, 2017 and January 30, 2016, (ii) the Consolidated Statements of Operations and Comprehensive Loss for the years ended January 28, 2017, January 30, 2016 and January 31, 2015, (iii) the Consolidated Statements of Changes in Stockholders' Equity (Deficit) for the years ended January 28, 2017, January 30, 2016 and January 31, 2015, (iv) the Consolidated Statements of Cash Flows for the years ended January 28, 2017, January 30, 2016 and January 31, 2015, and (v) the Notes to the Consolidated Financial Statements.†

† Filed herewith.
 * Furnished herewith

Indemnification Agreement

This Indemnification Agreement (this “*Agreement*”) is made and entered into as of January 3, 2017 between Chinos Holdings, Inc., a Delaware corporation (“*Chinos Holdings*”), Chinos Intermediate Holdings A, Inc., a Delaware corporation (“*Chinos A*”), Chinos Intermediate Holdings B, Inc., a Delaware corporation (“*Chinos B*”), J. Crew Group, Inc., a Delaware corporation (“*J. Crew Group*”) and together with Chinos Holdings, Chinos A, and Chinos B, each a “*Company*” and, collectively, the “*Companies*”) and _____ (“*Indemnitee*”), on the other hand.

RECITALS:

WHEREAS, Indemnitee is a member of the Board of Directors of each Company (each, a “*Board*”);

WHEREAS, Indemnitee is entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (“*DGCL*”);

WHEREAS, Indemnitee has certain rights to indemnification under the directors’ and officers’ liability insurance maintained by Chinos Holdings (the “*Insurance*”) as an “Insured Person” of an “Organization” (as such terms are defined in the Insurance); and

WHEREAS, this Agreement is intended as a clarification of and supplement to and in furtherance of the indemnification rights that Indemnitee has under the DCGL and the Bylaws and Certificate of Incorporation of each Company, any resolutions adopted pursuant thereto, as well as the Insurance, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

NOW, THEREFORE, in consideration of Indemnitee’s agreement to serve as a director of each Company from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. Each Company, as applicable, hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time, and acknowledges and agrees that Indemnitee is serving as a director of such Company at the request of such Company and, accordingly, such Company hereby agrees to indemnify Indemnitee to the fullest extent permitted by law and in accordance with the provisions of its Certificate of Incorporation and By-laws. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Companies. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of the Indemnitee’s Corporate Status (as defined below), Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as defined below) other than a Proceeding by or in the right of the applicable Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as defined below), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee, or on the Indemnitee behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not

opposed to the best interests of the applicable Company, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful.

(b)Proceedings by or in the Right of the Companies. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of the Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the applicable Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the applicable Company; *provided, however*, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to such Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c)Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a party to and is successful in whole or in part, on the merits or otherwise, in any Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by the Indemnitee or on his or her behalf in connection therewith. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2.Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement or under law, the applicable Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee or on his or her behalf if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of such Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee; provided (a) either that (i) Indemnitee, at the time of such action or inaction, believed, in good faith, that its, his or her course of conduct was in, or not opposed to, the best interests of such Company, or (ii) in the case of inaction by the Indemnitee, the Indemnitee did not intend its, his or her inaction to be opposed to the best interests of such Company, and (b) the action or inaction did not constitute fraud or willful misconduct by the Indemnitee.

3.Contribution.

(a)Whether or not the indemnification provided in Sections 1 and 2 of this Agreement is available, in respect of any threatened, pending or completed action, suit or proceeding in which the applicable Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), such Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and such Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The applicable Company shall not

enter into any settlement of any action, suit or proceeding in which such Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the applicable Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which such Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), such Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by such Company and all officers, directors or employees of such Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; *provided, however*, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of such Company and all officers, directors or employees of such Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the applicable Company and all officers, directors or employees of such Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) Each Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of such Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the applicable Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by such Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of such Company (and their directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests or requests for information, in connection with any Proceeding to which Indemnitee is not a party, he or she shall be

indemnified against all Expenses actually and reasonably incurred by the Indemnitee or on his or her behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the applicable Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by such Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall, to the extent required by applicable law, include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of the parties to this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the applicable Company a written request, including therein or therewith such non-privileged documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of such Company shall, promptly upon receipt of such a request for indemnification, advise the Board of such Company in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the applicable Company, or to provide such a request in a timely fashion, shall not relieve such Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of such Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board of the applicable Company (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by Independent Counsel in a written opinion to the Board of such Company, a copy of which shall be delivered to Indemnitee, or (4) if so directed by the Board of such Company, by the stockholders of such Company. For purposes hereof, disinterested directors are those members of the applicable Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board of the

applicable Company. Indemnitee may, within ten (10) days after such written notice of selection shall have been given to Indemnitee, deliver to the applicable Company a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of “**Independent Counsel**” as defined in Section 13 of this Agreement, and the objection shall set forth in reasonable detail the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by Indemnitee to the applicable Company’s selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The applicable Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and such Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the applicable Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by such Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee’s action is based on the records or books of account of the Enterprise (as defined below), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise or Indemnitee. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the applicable Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the applicable Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification; (ii) the person or persons empowered under Section 6 to make the determination on indemnification did not receive actual or timely notice of the request for determination, and such failure to receive actual or timely notice prejudices the ability of such person or persons to make such determination, or (iii) a prohibition of such indemnification under applicable law; *provided, however*, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and *provided further*, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders of the applicable Company pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by such Company of the request for such determination, the Board of such Company or the Disinterested Directors of such Company, if appropriate, resolve to submit such determination to the stockholders of such Company for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders of such Company is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall act in good faith and cooperate, upon reasonable request and subject to such reasonable conditions as Indemnitee may reasonably establish, with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity, upon reasonable request and subject to such reasonable conditions as Indemnitee may reasonably establish, any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board of the applicable Company or stockholder of the applicable Company shall act reasonably and in good faith in making a determination regarding Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the applicable Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and such Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) Each Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to

overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the applicable Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the applicable Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). No Company shall oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the applicable Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the applicable Company or its affiliates, such Company shall pay on his behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him in such judicial adjudication or attempt to

receive under any such insurance, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e)Each Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the applicable Company is bound by all the provisions of this Agreement. The applicable Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by such Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from such Company under this Agreement or under any directors' and officers' liability insurance policies maintained by such Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f)Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a)The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation of any entity, the By-laws of any entity, any agreement, a vote of stockholders, a resolution of directors of the applicable Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b)Each Company or its affiliates (including, without limitation, Chinos Holdings) will maintain, with coverage terms and limits substantially the same or better than the Insurance, an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the applicable Company, its affiliates or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the applicable Company, and Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the applicable

Company has directors' and officers' liability insurance in effect, such Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The applicable Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the applicable Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall, upon reasonable request and subject to such reasonable conditions as Indemnitee may reasonably establish, execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable such Company to bring suit to enforce such rights.

(d) No Company shall be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received, and retained, such payment under any insurance policy, contract, agreement or otherwise.

(e) Each Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the applicable Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received, and retained, as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, no Company shall be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of either Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the applicable Company or its directors, officers, employees or other indemnitees, unless: (i) the Board of such Company authorized the Proceeding (or any part of any Proceeding) prior to its initiation; (ii) such Company provides the indemnification, in its sole discretion, pursuant to the powers vested in such Company under applicable law; or (iii) the Proceeding is one to enforce Indemnitee's rights under this Agreement.

10. Sponsor Parties. Each Company further agrees that to the extent Indemnitee is employed, retained or otherwise associated with, or appointed or nominated by, TPG Capital or Leonard Green and Partners (each, a "**Sponsor**") or any of their respective affiliates, that the

applicable Company shall be primarily liable for all indemnification, reimbursements, advancements or similar payments (the "**Indemnity Obligations**") afforded to the Indemnitee acting in his or her capacity as director on behalf or at the request of such Company, whether the Indemnity Obligations are created by law, organizational or constituent documents, contract (including this Agreement) or otherwise. Notwithstanding the fact that either a Sponsor and/or any of its affiliates, other than the applicable Company (such persons, together with its and their heirs, successors and assigns, the "**Sponsor Parties**"), may have concurrent liability to the Indemnitee with respect to the Indemnity Obligations, the applicable Company hereby agrees that in no event shall such Company have any right or claim against any of the Sponsor Parties for contribution or have rights of subrogation against any Sponsor Parties through the Indemnitee for any payment made by such Company with respect to any Indemnity Obligation. In addition, each Company hereby agrees that in the event that any Sponsor Parties pay or advance the Indemnitee any amount with respect to an Indemnity Obligation, the applicable Company will, or will cause its subsidiaries to, as applicable, promptly reimburse such Sponsor Parties for such payment or advance upon request. Each Company and the Indemnitee agree that the Sponsor Parties are express third party beneficiaries of the terms hereof.

11.Duration of Agreement. All agreements and obligations of the applicable Company contained herein shall continue during the period Indemnitee is an officer or director of such Company (or is or was serving at the request of such Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his or her Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the applicable Company), assigns, spouses, heirs, executors and personal and legal representatives.

12.Security. To the extent requested by Indemnitee and approved by the Board of the applicable Company, such Company may at any time and from time to time provide security to Indemnitee for such Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of Indemnitee.

13.Enforcement.

(a)Each Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the applicable Company, and each Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the applicable Company.

(b)No Company shall seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting Indemnitee's rights to receive advancement of expenses under this Agreement.

14. Definitions. For purposes of this Agreement:

(a) “**Corporate Status**” describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the applicable Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the applicable Company. Any election or appointment of an Indemnitee as a director of the applicable Company or of any corporation, partnership or joint venture which is a subsidiary or affiliate of such Company, or of a trust or employee benefit plan of such Company or any such subsidiary or affiliate, shall conclusively evidence that such Indemnitee’s service in such capacity was at the request of such Company.

(b) “**Disinterested Director**” means a director of the applicable Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) “**Enterprise**” shall mean the applicable Company any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of such Company as a director, officer, employee, agent or fiduciary.

(d) “**Expenses**” shall include all attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or other expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, any request to provide discovery or information in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) “**Independent Counsel**” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the applicable Company (or any affiliate thereof) or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the applicable Company (or any affiliate thereof) or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The applicable Company agrees to pay the reasonable fees and other charges and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f)“**Proceeding**” includes any threatened, pending or completed action, claim, suit, indictment, information request, arbitration, alternate dispute resolution mechanism, investigation, inquiry, congressional, regulatory or administrative hearing or any other actual, threatened, reasonably anticipated, or completed proceeding, whether brought by or in the right of the applicable Company or otherwise and whether civil, criminal, regulatory, administrative or investigative, in which Indemnitee was, is or may become involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or of any inaction on his part while acting in his or her Corporate Status; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, and one initiated by an Indemnitee to enforce his rights under this Agreement. For purposes of this definition, any of the foregoing Proceedings initiated by Indemnitee against the applicable Company or its directors, officers, agents, employees or other indemnitees inside or outside a Proceeding shall be considered a separate and distinct Proceeding.

15.Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

16.Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

17.Notice By Indemnitee. Indemnitee agrees promptly to notify the applicable Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the applicable Company shall not relieve such Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices such Company.

18.Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a)To Indemnitee at the address set forth below Indemnitee signature hereto.

(b)To each Company at:

J.Crew
770 Broadway
New York, New York 10003
Attention: General Counsel

or to such other address as may have been furnished to Indemnitee by the applicable Company or to such Company by Indemnitee, as the case may be.

19.Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. =

20.Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

21.Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Each Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the “**Delaware Court**”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably Intertrust Corporate Services Delaware Ltd., 200 Bellevue Parkway, Suite 210, Wilmington, Delaware 19808, as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.

CHINOS HOLDINGS, INC.

By:
Name:
Title:

CHINOS INTERMEDIATE HOLDINGS A, INC.

By:
Name:
Title:

CHINOS INTERMEDIATE HOLDINGS B, INC.

By:
Name:
Title:

J. CREW GROUP, INC.

By:
Name:
Title:

INDEMNITEE

Name:

Subsidiaries of J.Crew Group, Inc.

Name of Subsidiary	Jurisdiction of Incorporation	Name under which Subsidiary Does Business
J.Crew Operating Corp.	Delaware	J.Crew Operating Corp.
J.Crew Inc.	Delaware	J.Crew Inc.
Grace Holmes, Inc.	Delaware	J.Crew Retail Stores
H.F.D. No. 55, Inc.	Delaware	J.Crew Factory Stores
Madewell, Inc.	Delaware	Madewell Retail Stores
J.Crew Virginia, Inc.	Virginia	J.Crew Virginia, Inc.
J.Crew International, Inc.	Delaware	J.Crew International, Inc.
J.Crew Canada Inc.	Ontario, Canada	J.Crew Canada Inc.
J.Crew France SAS..	France	J.Crew France SAS
J.Crew U.K. Limited	United Kingdom	J.Crew U.K. Limited
J.Crew Japan, Ltd.	Japan	J.Crew Japan, Ltd.
J.Crew Global Holdings A, LLC	Delaware	J.Crew Global Holdings A, LLC
J.Crew Global Holdings Bermuda LP	Bermuda	J.Crew Global Holdings Bermuda LP
J.Crew Global Holdings B, LLC	Delaware	J.Crew Global Holdings B, LLC
J.Crew Netherlands C.V.	Netherlands	J.Crew Netherlands C.V.
J.Crew Hong Kong Services, Limited	Hong Kong	J.Crew Hong Kong Services, Limited
J.Crew Hong Kong Limited	Hong Kong	J.Crew Hong Kong Limited
J.Crew Asia Limited	Hong Kong	J.Crew Asia Limited
J.Crew Hong Kong Intermediate, Ltd.	Hong Kong	J.Crew Hong Kong Intermediate, Ltd.
J.Crew Apparel Trading (Shenzhen) Company Limited	China	J.Crew Apparel Trading (Shenzhen) Company Limited
J.Crew Commercial Trading (Shanghai) Company Limited	China	J.Crew Commercial Trading (Shanghai) Company Limited
J.Crew Netherlands Coöperatief U.A.	Netherlands	J.Crew Netherlands Coöperatief U.A.
J.Crew NL B.V.	Netherlands	J.Crew NL B.V.
J.Crew Cayman Limited	Cayman Islands	J.Crew Cayman Limited
Madewell Cayman Limited	Cayman Islands	Madewell Cayman Limited
J.Crew International Cayman Limited	Cayman Islands	J.Crew International Cayman Limited
J.Crew Holdings A, LLC	Delaware	J.Crew Holdings A, LLC
J.Crew Holdings B, LLC	Delaware	J.Crew Holdings B, LLC
Madewell Brand Holdings, LLC	Delaware	Madewell Brand Holdings, LLC
Madewell Brand, LLC	Delaware	Madewell Brand, LLC
J.Crew Brand Holdings, LLC	Delaware	J.Crew Brand Holdings, LLC
J.Crew Brand Intermediate, LLC	Delaware	J.Crew Brand Intermediate, LLC
J.Crew Brand, LLC	Delaware	J.Crew Brand, LLC
J.Crew Domestic Brand, LLC	Delaware	J.Crew Domestic Brand, LLC
J.Crew International Brand, LLC	Delaware	J.Crew International Brand, LLC
J.Crew Brand Corp.	Delaware	J.Crew Brand Corp.

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Millard Drexler, certify that:

1. I have reviewed this Annual Report on Form 10-K of J.Crew Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 21, 2017

/s/ **MILLARD DREXLER**
Millard Drexler
Chief Executive Officer

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael J. Nicholson, certify that:

1. I have reviewed this Annual Report on Form 10-K of J.Crew Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 21, 2017

/s/ MICHAEL J. NICHOLSON

Michael J. Nicholson

President, Chief Operating Officer and Chief Financial Officer

**CERTIFICATION PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of J.Crew Group, Inc. (the "Company") on Form 10-K for the period ended January 28, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Millard Drexler, Chief Executive Officer of the Company, and Michael J. Nicholson, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 21, 2017

/s/ MILLARD DREXLER

Millard Drexler
Chief Executive Officer

/s/ MICHAEL J. NICHOLSON

Michael J. Nicholson
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350) and is not being filed as part of the Report or as a separate disclosure document.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

